

Contract 3091

Book No. 21



CITY OF ST. LOUIS PARK, MINNESOTA

PROJECT NO. 93-19II

PUMP HOUSE CONSTRUCTION

BID OPENING AUGUST 9, 1994 - 11 A.M.

PLANS AND SPECIFICATIONS

FOR

PUMP HOUSE CONSTRUCTION

PROJECT NO. 93-1911

FOR

CITY OF ST. LOUIS PARK, MINNESOTA

BY

**ST. LOUIS PARK ENGINEERING DIVISION
CITY OF ST. LOUIS PARK
5005 MINNETONKA BOULEVARD
ST. LOUIS PARK, MINNESOTA 55416**

Any questions pertaining to the plan and specifications, the contact person will be either Scott Anderson at 924-2557 or Jim Grube at 924-2551.

I hereby certify that this plan, specifications, or report was prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under State of Minnesota Statutes Section 326.02-326.16.



DATE: 7/19/94 REG. NO. 15012

**BID OPENING: AUGUST 9, 1994
11 A.M.
CITY HALL**

T A B L E O F C O N T E N T S
CITY OF ST. LOUIS PARK, MINNESOTA

PUMP HOUSE CONSTRUCTION
CITY PROJECT NO. 93-1911

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CITY OF ST. LOUIS PARK
AGREEMENT FOR PUMP HOUSE CONSTRUCTION

CITY IMPROVEMENT NO. 93-1911

AGREEMENT, made as of August 15, 1994, between the CITY OF ST. LOUIS PARK, a Minnesota municipal corporation ("City"), and Municipal Builders, Inc. ("Contractor"), 17125 Roanoke Street N.W., Anoka, MN 55304.

The city and the contractor agree as follows:

1. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

1. This instrument.
2. Any supplemental plans or drawings which may be furnished by the Engineer from time to time to make clear and to define in greater detail the intent of the plans and specifications.
3. Any supplemental specifications and engineering data which may be furnished by the Engineer from time to time to make clear and to define in greater detail the intent of the plans and specifications.
4. Any addenda issued prior to the opening of bids.
5. Plans and drawings.
6. Specifications.
7. Advertisement for bids.
8. Instructions to bidders.
9. Accepted proposal.
10. Affidavit of Non-Collusion and Information Required of Bidders, Subcontractors Questionnaire, and Bidders Qualifications.
11. General Contract Conditions.
12. Special Provisions.
13. Supplemental Special Provision.
14. Bond of Public Contract.
15. Insurance Certificate Contract.
16. Sworn Construction Statement.
17. Affidavit for Obtaining Final Settlement of Contract.

These documents form the contract and they are as fully a part of the contract as if attached to this instrument. In the event that any provision in any of the component parts of this contract conflicts with any provision of any other component part, the provision of the component part listed first in this paragraph shall govern unless otherwise specifically stated.

2. WORK TO BE PERFORMED.

The Contractor shall provide the materials as specified, and will perform all the work ordered by the City Council of the City, in a good and workmanlike manner, for the fully completion of City Improvement No. 93-1911 in conformity within the contract documents.

3. COMMENCEMENT AND COMPLETION

The Contractor shall commence work under this contract within ten (10) calendar days after the date of notice of contract approval and shall fully complete all work on or before October 31, 1994.

4. THE CONTRACT PRICE.

The City agrees to pay the Contractor for the work performed pursuant to this agreement, a total price of \$52,250.00 as set forth in the proposal of the Contractor. A copy of the proposal is attached and made a part of this agreement. The final payment on the contract sum shall be due and payable fifteen days after receipt by the City Council of the City of a certificate by the engineer that the work has been fully completed and this contract fully performed by the contractor.

5. RETAINAGE

The minimum retainage required under this contract shall be five (5) percent of the work completed.

6. LIQUIDATED DAMAGES

The Contractor shall pay to the City as liquidated damages for failure to complete the contract within the stipulated time, the sum of Two Hundred Fifty (\$250) Dollars per day until the date of final completion.

EXECUTED as to the day and year first above written.

Reviewed for Administration:

CITY OF ST. LOUIS PARK

City Manager

By _____
Mayor

Approved as to Form and Execution:

and _____
City Manager

City Attorney

Reviewed for Engineering

MUNICIPAL BUILDERS, INC.

By _____

Accounting Records Posted:

Its _____

Director of Finance

Resolution Authorizing No. ____

**CITY OF ST. LOUIS PARK
ADVERTISEMENT FOR BIDS
FOR
PUMP HOUSE CONSTRUCTION**

PROJECT NO. 93-1911

NOTICE IS HEREBY GIVEN that the City Council of the City of St. Louis Park, Minnesota, will receive sealed bids in the office of Public Works in the City Hall until 11 A.M., Tuesday, August 9, 1994, for the construction of 9 foot 4 inch by 9 foot 4 inch pump house with brick vernier together with all electrical, plumbing, and mechanical appurtenances necessary to operate a 25 to 50 gpm groundwater pumpout system with discharge to the sanitary sewer.

All bids shall be on the proposal form supplied by the City and shall be in accordance with specifications on file in the office of the Director of Public Works, copies of which are available in the City Hall, 5005 Minnetonka Boulevard, St. Louis Park, Minnesota, upon deposit of Twenty Five Dollars (\$25), said deposit to be refunded to bona fide bidders upon return of documents in good condition no later than August 19, 1994.

No bids shall be considered unless accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Treasurer for not less than five percent (5%) of the net price bid.

Bids shall be directed to the City Manager, securely sealed and endorsed upon the outside wrapper with a brief statement as to the work for which the bid is made. Questions pertaining to this project should be directed to Scott Anderson at (612) 924-2557 or Jim Grube at (612) 924-2551.

Bids will be opened publicly by the City Clerk and City Manager in the Council Chambers in the City Hall on August 9, 1994 at 11:00 A.M. The City reserves the right to reject any and all bids and to accept any bid deemed to be in the best interests of the City.

Dated: July 12, 1994

"EQUAL OPPORTUNITY EMPLOYER"

Charles W. Meyer
City Manager

Published in the St. Louis Park Sun-Sailor on July 20, 1994 and in the Construction Bulletin on July 22 and 29, 1994.

INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders

Any explanation regarding the meaning or interpretation of contract drawings, specifications, or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

2. Bidder's Understanding

Bidders should visit the work site to ascertain by inspection pertinent local conditions such as locations, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The owner shall make available to all prospective bidders, previous to the receipt of bids, information available as to subsoil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

3. Bid Requirements

Security required, if any, shall be submitted with the Proposal and failure to submit same may be cause for rejection. The bidder, at its option, shall furnish a bid bond, postal money order, certified check, cashier's check, or may deposit in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required. Security deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

4. Preparation of Bids

- (a) Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or its authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.
- (b) Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bids" where appropriate.
- (c) Alternate bids will not be considered unless specifically called for.

- (d) Unless otherwise specified, telegraphic or telecopied bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph or telecopy prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

5. Submission of Bids

Bids must be submitted as directed in the Advertisement for Bid.

6. Receipt and Opening of Bids

Bids shall be submitted prior to the time and location fixed in the Advertisement for Bid. Bids received after closing receipt of bids at the bid opening shall be returned unopened. The City reserves the right to waive the time for submission of bids should a change in room location for opening of bids be necessary.

7. Withdrawal of Bids

Bids may be withdrawn at any time prior to opening upon written, telegraphic or telecopy request of the bidder. Negligence on the part of the bidder in preparing its bid shall not constitute a right to withdraw bid subsequent to the bid opening.

8. Presence of Bidders at Opening

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

9. Bidders Interested in More than One Bid

If more than one bid is directed by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on its own behalf.

10. Award of Contract

- (a) The Contract shall be awarded to the lowest responsible bidder as soon as practicable after the bid opening, subject to the reservation of paragraph 11 hereinafter.
- (b) In determining the lowest responsible bidder, the following elements will be considered: whether the bidder involved has previously failed to perform properly or to complete contracts on time of a similar nature; has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material, or employees; whether the bidder involved maintains a permanent place of business; has adequate personnel and equipment available to do the work properly and expeditiously; has suitable financial resources to meet the obligations incidental to

the work; has the appropriate technical experience; has not submitted an unbalanced bid; has submitted an executed affidavit of non-collusion; and has submitted acceptance bid security (bid bond) if required prior to award of bid. All of the foregoing is in the sole judgment of the City.

- (c) The City reserves the right to consider as unqualified to perform the contract work any bidder who does not habitually perform with it's own forces the major portions of work involved.
- (d) The ability of any bidder to obtain a performance bond or payment bond shall not be regarded as the sole test of such bidder's competency or responsibility.
- (e) In case of error in the extension of prices, the unit bid prices shall govern.
- (f) The City reserves the right to waive any informality in bids at its discretion.

11. Rejection of Bids

The City reserves the right to reject any and all bids. Failure to attain required pre-bid approvals or submission of an unbalanced bid is cause for rejection of a bid.

12. Contract, Bonds, and Insurance

- (a) The bidder to whom the award is made shall enter into a written contract with the City within the time specified in the proposal.
- (b) The Public Contractor's Performance Bond and Payment Bond, on forms to be supplied by the City, shall be furnished at the time of signing the formal agreement.
- (c) The Contractor shall secure and maintain such insurance policies as are required.

13. Submission of Certain Data

Each bidder shall be required to submit the following information and data. Information not submitted at the bid opening must be submitted prior to award of contract.

- (a) Affidavit of Non-Collusion
- (b) Bidder's Qualifications (Form P-103)
- (c) Subcontractors Questionnaire (Form P-102)
- (d) Acknowledgement of receipt of addendum.
- (e) Any other items specifically required by the contract documents.

C/INSTBID

CITY OF ST. LOUIS PARK, MINNESOTA
PROPOSAL FOR PUMP HOUSE CONSTRUCTION
CITY PROJECT NO. 94-1911

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

BIDS CLOSE: August 9, 1994 - 11 a.m.

TO THE CITY COUNCIL OF THE CITY OF ST. LOUIS PARK, MINNESOTA

The undersigned has examined the Contract Documents, including Advertisement for Bids, Instructions to Bidders, General Conditions of Contract, Form of Contract, Specifications, including drawings on file in the office of the Director of Public Works of the City of St. Louis Park, Minnesota, and is familiar with the site and location of the project, the work to be done and local conditions affecting the cost of the work under which it must be performed, and hereby proposes to furnish all labor, materials and equipment for the construction of a pump house as described in the Contract documents at the following lump sum price:

Pump House Construction

_____ Dollars and _____ Cents

(\$ _____)

Note: Bidders must complete Proposal by filling in the Lump Sum amount in both words and numerals.

Bid security in the amount of \$ _____, being 5% of the total of the bid accompanies this Proposal, the same being subject to forfeiture at the option of the City in the event of default by failure of the successful bidder to execute the written contract, and supply contractors bond and proper insurance documents as specified in the Instructions to Bidders and General Conditions of Contract.

It is understood by the undersigned that the right is reserved by the City Council of St. Louis Park, Minnesota, to reject any and all bids or to accept any bid, and that these bids may not be withdrawn until thirty (30) days after the time the bids are opened.

This is to acknowledge receipt of addenda number _____, _____, _____, _____,
_____, and _____.

Acknowledgement _____
signature

State Whether Bidder is:

Respectfully submitted:

Partnership _____

Firm Name _____

Individual _____

Corporation _____

By _____

Name of Partner _____

Title _____

State in which incorporated

Address _____

Phone _____

C94B/Prop9419

CITY OF ST. LOUIS PARK, MINNESOTA
5005 MINNETONKA BOULEVARD

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

(1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

(2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

(3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this

_____ day of _____, 19____.

Notary Public

My commission expires _____ 19____.

Bidder's E.I. Number

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941): _____.

BIDDER'S QUALIFICATIONS

1. List of personnel available for this Project.

2. List of person(s) who will supervise the Work of this Project and number of years of experience.

3. List of motorized equipment available for this Project.

4. List of other available equipment.

5. List of similar type projects performed within the last three (3) years.

1) Name of client _____ Date _____

Contact person _____ Telephone _____

2) Name of client _____ Date _____

Contact person _____ Telephone _____

3) Name of client _____ Date _____

Contact person _____ Telephone _____

SUBCONTRACTORS QUESTIONNAIRE

Each Bidder shall enter in the spaces provided the names of major subcontractors he proposes to employ and classification or type of work they will perform.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five percent (5%) or more of the total Contract price.

SUBCONTRACTOR

WORK

This image shows a single sheet of bright yellow paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines on each side of a central vertical crease, totaling about 40 lines. The paper appears to be from a notebook or a set of index cards.

CONTRACTOR GUARANTEE - RESERVATION OF RIGHTS BY THE CITY

The Contractor warrants to the City that all services, materials, and/or equipment furnished under Contract No. _____, unless otherwise specified in the contract documents, are new and free from faults and defects. All work not conforming to the requirements of the contract documents or material substitutions not properly approved and authorized may be considered defective.

The Contractor shall be responsible for any and all defects, whether in materials, design, or workmanship, which may develop in any work provided in the contract documents, and upon receipt of written notice from the City or its designated representative shall repair or replace the defective design, services material, equipment, or workmanship without expense to the City, including damage resulting from same. The term of the guarantee shall extend for 1 year(s) from the date of the work's acceptance by the City Council.

The City reserves the right to seek recovery against the Contractor and/or its agents, successors, or insurers by any means available to the City for damages incurred and/or costs associated with repairs thereof, including but not limited to attorneys' fees, expert witness fees and any and all other costs and expenses incurred by the City in seeking such recovery.

This acknowledgement is made for the purpose of confirming the Contractor's intent to abide by the provisions of the contract documents, and final payment shall be predicated upon execution of this document.

Dated: _____

Contractor

By _____

Name and Title

C90/contguar

Revised 5/11/92
8/15/94

CITY OF ST. LOUIS PARK, MINNESOTA

**GENERAL
CONDITIONS**

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GENERAL CONDITIONS OF CONTRACT

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ARTICLE 1

DEFINITIONS AND DESIGNATION OF PARTIES

1.1 Definitions. As used in the contract documents, the following words have the meanings indicated:

1.1.1 "City" means the City of St. Louis Park.

1.1.2 "Engineer" means the Director of Public Works of the City of St. Louis Park, unless a consulting engineer or architect is designated as engineer or architect for the project by the City, in which case it means the designated consulting engineer or architect.

1.1.3 "Contractor" is the individual, firm, or corporation with whom the City contracts.

1.1.4 "Work" includes all labor necessary to produce the completed construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.5 "Contract time" means the period of time allotted in the contract documents for completion of the work.

1.1.6 "Date of commencement of the work" means the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the agreement or such other date as may be established in the agreement.

1.1.7 "Date of substantial completion" means the date certified by the Engineer as the time when construction is sufficiently completed, in accordance with the contract documents, so that the City may occupy the area or designated portion of it for the use of which it is intended.

1.2 Whole Agreement. The contract documents as described in the executed contract, for the contract. The contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations and agreements, either written or oral, and may not be modified except by (1) a written amendment to the contract signed by both parties, (2) a written change order, (3) a written interpretation issued by the Engineer pursuant to paragraph 2.2, or (4) a written order for a minor change in the work issued by the Engineer pursuant to paragraph 9.1.

1.3 Execution. The contract documents referred to in the agreement shall be executed in duplicate by the Contractor and the City. In case the City or the Contractor, or both, fail to sign the contract, the Engineer shall identify the contract documents.

1.4 Scope and Intent of Documents.

1.4.1 General. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all items necessary for the proper execution of the work. These specifications and project plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

1.4.2 Figures Dimensions to Govern. Dimension and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimension of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

1.4.3 Contractor to Check Plans and Schedules. The Contractor shall check all dimension, elevations, and quantities shown on the plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions. Further instructions will be furnished by the Engineer should such discrepancy or error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

1.4.4 Standard Specifications. Reference to standard specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code specification or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

1.5 Drawings and Specifications. Unless otherwise provided in the contract documents, the Contractor will be furnished free of charge all copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one copy of the drawing and specifications on the site of the project available to the Engineer and his representatives. All drawings, specifications, and copies furnished by the City or any Engineer employed by it remain the property of the City or the Engineer and are not to be used on other work. The plans and specifications are intended to cover the complete installation, and any minor details not shown or described but necessary for the successful working of the installation must be furnished without additional cost.

1.6 Manufacturers' Drawings and Schedules. The Contractor shall present to the Engineer in triplicate, schedules and detail dimensioned manufacturers' drawings of all controllers, apparatus machinery, valves, flow chart, and such fittings and devices as are required for the completion of the work. A set of the documents will be returned to the Contractor with the Engineer's approval or notations. In case of lack of approval, the Contractor is to submit new drawings corrected as required by the Engineer.

The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has, in writing, called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

All such documents shall be submitted to the Engineer in time to allow ample time for consideration.

1.7 Approximate Estimate of Quantities. The bidder's attention is directed to the fact that contracts based on unit prices, the estimate of quantities of work to be done, and materials to be furnished under these specifications, as shown on the proposal form and in the contract, are approximate and are given only as a basis of calculation upon which to determine the lowest bidder. The Owner does not assume any responsibility that estimated quantities shall be maintained in the construction of the project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid.

ARTICLE 2

ENGINEER

2.1 Payments to Contractors. The Engineer will determine the amounts owing to the Contractor and will issue certificates for payment in those amounts.

2.2 Interpretation of Contract. The Engineer shall have general supervision and direction of the work. He is the agent of the City only to the extent provided in the contract documents and as authorized by law. He has authority to stop the work whenever such stoppage may be necessary to insure proper execution of the contract. He is recognized by both parties to the contract as, in the first instance, the interpreter of the contract documents. He shall, within a reasonable time, make written decisions on all claims, on all matters relating to the execution and progress of the work, or the interpretation of the contract documents.

The Engineer shall decide any and all questions as to quality of materials furnished for the work, and shall determine the amount and quantity of the several kinds of work performed, and materials furnished, which are to be paid for under the contract. Any work not specifically specified on the plans, but which may be fairly implied or understood as included in the contract, shall be done by the Contractor without extra charge. The Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the case of any discrepancy occurring between the plans and specifications, the decision of the Engineer is final.

2.3 Exclusions from Duties. The Engineer will not undertake any of the responsibilities of the Contractor, the subcontractor or the Contractor's superintendent, expedite the work for the Contractor, advise on or issue directions relative to any respect of the means, methods, techniques, sequences or procedures of construction, or participate in specialized field or laboratory tests.

2.4 Inspection.

2.4.1 The Engineer and his representative shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and inspection.

2.4.2 An Inspector may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is performed, also to report when it appears that the materials furnished, or the work performed by the Contractor fail to fulfill the requirements of the contract, and to call the attention of the Contractor to any such failure or infringement. In case of any dispute arising between the Contractor and the Inspector, the Inspector shall have the authority to temporarily suspend the work until the matter can be decided by the Engineer. Except upon written instructions from the Engineer (a copy of which will be furnished to the Contractor), the Inspector shall not authorize any deviation from the contract documents.

No advice which the Inspector may give the Contractor shall be construed as binding upon the City nor will such advice release the Contractor from the fulfillment of the terms of the contract.

2.4.3 The Engineer will conduct inspections to determine the dates of substantial completion and final completion, will receive written guarantees and related documents required by the contract and assembled by the Contractor, and will issue a final certificate for payment.

2.5 Rejection of Work. The Engineer will have authority to reject work which does not conform to the contract documents. Whenever in his reasonable opinion he considers it necessary or advisable, to insure the proper implementation of the intent of the contract documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work as provided in subparagraph 4.7.2, whether or not the work is then fabricated, installed or completed. However, neither the Engineer's authority to act under this subparagraph 2.5, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

2.6 Changes in the Work. The Engineer will prepare change orders in accordance with Article 9, and will have authority to order minor changes in the work as provided in subparagraph 9.1.

data issued with these contract documents for informational purposes shall not be considered as part of the contract documents for the construction of the project. The correctness of the information is not guaranteed by the City or the Engineer and the information is not to be considered as a factor in the computation of bids. If any bidder desires, the City will permit the taking of further borings or tests, at the bidder's expense.

3.5 Labor, Materials, Sales Tax, and Employees. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, materials sales tax, equipment, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work. The Contractor shall include materials sales tax in their unit bid price that is being charged by material supplies.

The Contractor agrees to furnish efficient business administration and superintendence, and to keep upon the work at all times an adequate supply of workmen, materials, and to secure its execution in the best and soundest way and in the most expeditious and economical manner, consistent with the interest of the Owner.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

3.6 Easements, Surveys, Permits and regulations.

3.6.1 The City shall furnish all easements and surveys unless otherwise specified. The Contractor shall preserve all construction stakes and shall be responsible for replacement of disturbed survey markers.

3.6.2 The Contractor shall secure and pay for all permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work, other than City permit fees.

Any person doing work required by the ordinance of the City or by state law to be licensed, must be so licensed.

3.6.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. All work and materials covered by these specifications must conform strictly to the respective requirements of the latest edition of the Standard Specifications of the American Society of Testing Materials or of any other organization publishing standards which the specifications require to be met, all laws of the State of Minnesota, and all ordinances and regulations of governmental subdivisions thereof having jurisdiction, including the Minnesota Pollution Control Agency, and Minnesota Health Department. If the Contractor observes that any of the contract documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to any laws, ordinances, rules, and regulations, and without such notice to the Engineer, he shall bear all resulting cost.

ARTICLE 3

CONTRACTOR'S PERFORMANCE

3.1 Contractor's View of Site. By executing the contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the contract documents.

3.2 Review of Contract Documents. The Contractor shall do no work without drawings, specifications or interpretations. The Contractor distinctly and expressly declares and acknowledges that it has carefully studied and compared the agreement, conditions of the contract, drawings, specifications, addenda and modifications and has reported to the Engineer any error, inconsistency or omission he may have discovered. Necessary changes shall be adjusted as provided in the contract for changes in the work. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written clarification from the Engineer before proceeding with the construction affected by such omissions or discrepancies. As to any work done prior to written clarification, the Contractor distinctly agrees that it will not thereafter make any claim or demand upon the City based upon or arising out of any alleged misunderstanding or misconception on the contract documents, and that it waives the right to subsequently assert ambiguity in the contract documents.

It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the contract, specifications and plans.

3.3 Supervision and Construction Procedures. The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and form coordinating all portions of the work under the contract, subject to the conditions of Article 2.2.

3.4 Soil Borings and Sub-Surface Data. The Contractor may examine the logs of borings, core and other sub-surface data, if available, by making a request therefor to the City and to the Engineer. Such data, if available, is offered solely for the purpose of placing at the Contractor's disposal available information. Such information is not to be construed as part of the contract documents. The City has no way of knowing the scope or extent of the information needed by bidders. Information obtained by the City is only for general estimate purposes, and is less demanding than is the information required by bidders. The Contractor must interpret such information according to his own judgment and must not rely upon such information as an accurate description of the sub-surface conditions that may arise. The Contractor assumes all risks connected with the sub-surface conditions actually encountered by him in performing the work, even though such actual conditions may result in the Contractor performing more or less work than he originally estimated. Any soil investigations made or to be made by a testing laboratory will be considered to have been made for the City as the testing laboratory's client. Any partial or complete reproduction of soil borings or other soil

3.7 Warranty and Guarantee.

3.7.1 Warranty The Contractor warrants to the City and the Engineer that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not so conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this paragraph 3.7 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

3.7.2 Guarantee The Contractor shall hold himself responsible for any and all defects which may develop in any part of the entire installation furnished by him and upon receipt of written notice from the Engineer, shall immediately replace and make good without expense to the Owner such faulty part or parts, including damage resulting from same, during a period of one (1) year from the date of final acceptance of the installation, except when specific guarantee for another length of time is elsewhere specified.

The acceptance of the installation, or any part of it, shall not act to waive the liability on the part of the Contractor and his surety.

3.8 Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to the Engineer, and shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9 Progress Schedule. The Contractor, immediately after being awarded the contract, shall prepare and submit for the Engineer's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Engineer's approval.

3.10 Use of Site The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets and alleys, or other public places, or other right of way as provided for in the ordinances of the City as shown on the plans, or as permitted by the Engineer. A reasonable amount of tools, materials, and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in construction.

Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed nor inconvenience occupants of adjoining property. Other Contractors of the City may, for all purposes required by their contracts, enter upon the work premises used by the Contractor, and the Contractor shall give to other Contractors of the City all reasonable facilities of assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

3.11 Access to Site. The City may designate one or more gates or other means of access to the site for the use of the Contractor and the several subcontractors. The Contractor may designate among these for the Contractor's employees and the employees of the several subcontractors. The City may reserve other gates or access to the site for itself, its own employees, or persons not employed by the Contractor or any of the subcontractors.

3.12 Cutting and Patching. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts fit together properly, and shall not endanger any work by cutting, excavating or otherwise altering the work or any part of it.

3.13 Cleaning Up. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the place of the work, and all his tools, scaffolding and surplus materials. In case the work requires excavation in the public streets, the same shall be left in a safe and smooth condition and all debris, soil, and materials necessarily left upon any adjoining property shall be removed. Any waste material or rubbish or other materials left by the Contractor upon any public or private property may be removed by the City and the cost charged to the Contractor.

3.14 Protection of Work. The Contractor shall continuously maintain adequate protection of all his work from damage, injury, or loss arising in connection with his contract. He shall make good any damage, injury, or loss, except such as may be directly due to errors in the contract or caused by agents or employees of the City.

3.15 Drainage. The Contractor shall provide at his own cost and expense all methods for adequately draining the work. No separate measurements for compensation will be paid for sub-drains, or other methods of draining, but the cost shall be included in such contract pay items as are provided in the proposal contract.

3.16 Public Utilities.

3.16.1 Interference with Other Utilities. The Contractor shall determine the existence of all gas mains, water lines, telephone, electrical conduits, and other utilities which may interfere with any necessary excavations under this contract. No responsibility is assumed by the City or the Engineer for the accuracy of the location of utility lines as indicated on any of the plans. The sizes, locations and depths of all utilities and structures as shown on the plans and profiles are approximate only and the Contractor shall satisfy himself as to the accuracy of the information given.

The Contractor is to exercise care in crossing any existing utility lines and is responsible for any damage. The Contractor will assume all responsibility to the utility company for any expense incurred by them to protect, relocate, or maintain their operation during the time the work is in progress, but to the extent only that the City and the Contractor are legally obligated to reimburse such expense.

3.16.2 Public Utilities and Other Property to be Changed. In case it is necessary to exchange or move the property of any owner or of a public utility, the property shall not be moved or interfered with until ordered by the Engineer. The Contractor shall give the public utilities sufficient notice for adjusting their structures so that it will not hinder the progress of the work as scheduled. The right is reserved to the owners of public utilities to enter upon the construction site for the purpose of making such changes or repairs of their property that may be necessary by performance of this contract.

3.16.3 Claims for Compensation for Utility Relocation or Repair. The Contractor shall not claim or be entitled to receive compensation for any damage sustained by reason of the inaccuracy of or the omission of any of the information given on the drawings, or by reason of his failure to properly protect at his own expense, streets, alleys, or public structures which are damaged or injured in any way by his acts, and shall be responsible for all damages to other utilities he may encounter.

3.17 Railway and Highway Crossings. Where railway tracks or highways are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company or the Minnesota Department of Transportation as to methods of doing the work, or as to precautions for the safety of property and the public. All negotiations with the railway company or Minnesota Department of Transportation, except for right of way shall be made by the Contractor. The Contractor will not be paid direct compensation for such railway or highway crossing, but shall receive only the compensation set out in the proposal.

3.18 Temporary Sewer and Drain Connections. When existing sewers have to be taken up and removed, the Contractor shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The Contractor shall also take care of all sewage and drainage which will be received from these drains and sewers; and for this purpose he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such troughs, pipes, or other necessary structures, and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service.

The existing sewers and connections shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and so that the work under construction will be adequately protected.

3.19 Sanitary Provisions. The Contractor shall comply with all laws, rules and regulations of the state and local health authorities, and shall take the necessary precautions to avoid unsanitary conditions.

A suitable sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided and maintained by the Contractor in sufficient numbers.

3.20 Access to Hydrants and Utilities. At all shaft sites and on all open cut work, the Contractor shall provide and maintain free access to fire hydrants, water and gas valves, manholes, and similar facilities. Gutters and waterways shall be kept open or other satisfactory provisions made for the removal of storm water.

3.21 Subcontractors.

3.21.1 The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing the names of subcontractors, if any, proposed for the principal parts of the work and he shall not employ any that the Engineer may within a reasonable time object to as incompetent or unfit.

3.21.2 By an appropriate agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the contractor by the terms of the contract documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the City. Said agreement shall preserve and protect the rights of the City under the contract documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the contract documents to which the subcontractor will be bound by this paragraph, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the contract documents. Each subcontractor shall similarly make copies of such documents available to his sub-subcontractors.

3.21.3 Nothing in this article shall create obligation on the part of the City to pay, or see to, the payment of any sums to any subcontractors and relation between any subcontractor and the City.

3.22 Inspections. The Contractor shall (1) maintain an adequate inspection system and perform such inspection as will assure that the work performed under the contract conforms to contract requirements, and (2) maintain and make available to the City adequate records of such inspections.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 Successors and Assigns. The Contractor binds himself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of this Agreement, except that the Contractor shall not assign or transfer any part of his interest in this Agreement, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

4.2 Written Notice. Notice shall be properly given to the Contractor by registered mail to the address given on his proposal, or by delivery to his representative. Notice to the City must be delivered or sent by registered mail to the Director of Public Works.

4.3 Contractor's Bonding. Within seven (7) days after notice of acceptance of bid, the Contractor shall execute and deliver to the City bonds executed by a surety company authorized to do business in the State of Minnesota, on the forms provided by the City, in a sum equal to the contract price for the use of the City and all persons doing work or furnishing skill, tools, machinery, or materials and payment of costs incurred in the performance of the work under or for the purpose of this contract, to secure the faithful performance of this contract by the Contractor and to be conditioned as required by the laws of the State of Minnesota for performance and payment.

4.4 Stopping the Work. If the Contractor fails to correct defective work as required by paragraph 10.2 or persistently fails to carry out the work in accordance with the contract documents, the City, by a written order signed personally or by an agent specifically so empowered by the City in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

4.5 City's Right to Carry Out the Work. If the Contractor should default or neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after three (3) days written notice to the Contractor, may without prejudice to any other remedy the City may have, make good such deficiencies and charge the resulting damages to the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

4.6 Royalties and Patents. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights, and shall save the City harmless for loss on account thereof, except such claims of suits arising by reason of patent infringement of authorized use of patented processes where such is the direct result of specification requirements but if the Contractor has information that the process or articles specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer or the City.

4.7 Tests.

4.7.1 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness and of the date arranged so the Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.

4.7.2 If after the commencement of the work the Engineer determines that any work requires other special inspection, testing or approval, he will, upon written authorization from the owner, instruct the Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the work to comply (1) with the requirements of the contract documents, or (2) with respect to the performance of the work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs, including the Engineer's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate change order shall be issued.

4.7.3 Neither the observations of the Engineer in his administration of the construction contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the contract documents.

4.8 Non-Discriminatory Practices. The Contractor agrees during the life of this contract not to discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, or age, or on any other basis prohibited by Federal, State, or local law. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract. This contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph. This paragraph is inserted in this contract in accordance with Minnesota Statutes Section 181.59.

4.9 Affirmative Action. The Contractor recognizes that the City is an equal opportunity employer and agrees during the life of this contract to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

4.10 Liquidated Damages for Delay. The Contractor guarantees that he can and will complete the work within the time limit stated in the agreement, or within the time as extended as provided elsewhere in the contract documents. It is agreed that in the event that the Contractor fails to complete the contract within the stipulated time, the Contractor will pay to the City the sum fixed in the construction agreement for each calendar day, Sundays and holidays included, by which the Contractor shall fail to complete the work or any part of it, for liquidated damages and not as a penalty, provided that in the event that the City can establish that its actual damages sustained by the Contractor's failure to complete the contract within the time stated in the

agreement exceed two times the liquidated damages applicable under the contract, the City may then recover from the Contractor its actual damages sustained. The Contractor acknowledges the necessity of the above stipulation for liquidated damages, since damages for the breach of this Agreement are in their nature difficult of exact ascertainment, and acknowledges that the amount fixed as liquidated damages appears to be reasonable. The Treasurer will deduct and retain out of any money due or become due hereunder the amount of liquidated damages incurred and in case those amounts are less than the amounts of liquidated damages the Contractor shall be liable to pay the difference upon demand. Delay in completion shall be apportioned with an allowance to the Contractor for any delay that is caused by the City, as a credit on the liquidated damages sum due to the City. The provisions of this paragraph as to liquidated damages are applicable to delay occurring after abandonment of the work by the Contractor and notwithstanding the fact the City or a competing Contractor for the City or the surety may take over the job and complete it.

4.11 No Waiver of Rights. Neither observations of work by the owner or Engineer or any of their officials, employees, or agents, nor final certificate, delay occurring after abandonment of the work by the Contractor and before arranging for completion of the contract, nor any order by the owner or engineer for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this contract, or of any power reserved to the Owner, or of any right to damages, nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach. It is intended that the Contractor shall be responsible for work not in accordance with the contract documents or for faulty material or workmanship, and shall remedy any defects and pay for any resulting damages. This obligation shall survive termination of the contract.

4.12 Right and Remedies. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 5

TIME

5.1 Progress and Completion. All time limits stated in the contract documents are of the essence of the contract.

5.2 Delays and Extensions of Time. The Contractor is expected to appropriately determine delivery dates for all supplies, materials, and equipment before submission of a bid. Delays in such deliveries ordinarily will not be grounds for extension of the contract completion date.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the City Council or the Engineer or any employee of either, or by another Contractor employed by the City, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, or other

causes beyond the Contractor's control, or by any other cause which the Engineer shall decide to justify the delay, then the time of completion shall be appropriately extended by change order. Temporary delays and/or work stoppages due to rain, snow or otherwise inclement weather shall not be considered as sufficient cause for extensions of time, except in cases of abnormally inclement weather. In the event that the project is involved in environmental review procedures, such as the preparation of an environmental assessment or an environmental impact statement, such procedures shall be grounds for an extension in the completion date.

No such extension shall be made for delay commencing more than seven (7) days before claim is made in writing to the Engineer; otherwise it shall be waived. The recovery of sums in excess of the contract price for delay shall be in accordance with paragraph 9.3.

5.3 Definition of Substantial Completion. The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize all of the work for the use for which it is intended.

ARTICLE 6

PAYMENTS AND COMPLETION

6.1 Progress and Assignment of Payments.

6.1.1 Progress payments are authorized under this contract. Unless payments are withheld by the City for reasons elsewhere stated in this contract, payment will be made at least once a month on a basis of ninety-five percent of the work done, provided the work is progressing to the satisfaction of the Engineer. The City reserves the right in all cases to exercise its discretion as to the acceptance or rejection of any assignment or order of payment.

6.1.2 Monthly estimates may include the value of acceptable materials required in the construction, which have been delivered on the job site, and for which acceptable provisions have been made for their preservation and storage. From the total value of the materials so reported, five (5) percent will be retained. These materials when paid for by the City, shall become the property of the City, and in the event of default on the part of the Contractor, the City may use or cause to be used such materials in the construction of the work provided for in the contract. The amount paid by the City for materials shall go to reduce the estimates due the Contractor as the material is used in the work.

6.1.3 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the City out of the amount paid to the Contractor on account of each subcontractor's work. The amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-contractors in similar manner.

6.2 Materials Free of Encumbrances. The Contractor warrants and guarantees that title to all work, materials, and equipment covered by a Certificate for Payment whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, referred to in this Article 6 as "liens"; and that no work, materials or equipment covered by a Certificate for Payment will have been acquired by the Contractor, or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

6.3 Certificate for Payment. The Engineer shall, not later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decided to be properly due.

6.4 Payments Withheld. The City may withhold, in addition to retained percentage, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

6.4.1 Defective work not remedied.

6.4.2 Third party claims for labor or materials furnished the Contractor or subcontractor, or reasonable evidence indicating probable filing of such claims.

6.4.3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment.

6.4.4 A reasonable evidence that the contract cannot be completed for the balance then unpaid.

6.4.5 Evidence of damage to the property of another.

6.4.6 Liquidated damages accrued either because the Contractor has not completed the work within the contract time or because it reasonably appears that the work will not be completed within the contract time, or

6.4.7 Unsatisfactory prosecution of the work by the Contractor.

6.5 Substantial Completion and Final Payment.

6.5.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the City, is substantially complete, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents. When the Engineer on the basis of an inspection determines that the work is substantially complete, he will then prepare a certificate of substantial completion which shall establish the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the work, and insurance, and shall fix the time within which the Contractor shall

complete the items listed in the certificate. The time fixed shall be within the contract time unless extended pursuant to Paragraph 5.2. The certificate of substantial completion shall be submitted to the Contractor for his written acceptance and shall become effective upon the acceptance by the Director of Public Works.

Warranties required by the contract documents shall commence on the date of substantial completion of the work unless otherwise provided in the certificate of substantial completion.

6.5.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer will promptly make an inspection and, when he finds the work acceptable under the contract documents and the contract fully performed, he will issue a final certificate for payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the contract documents and that the entire balance found to be due the Contractor and noted in the final certificate is due and payable.

6.5.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) consent of the surety to final payment, (3) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers or liens arising out of the contract, to the extent and in such form as may be designated by the City, and (4) receipt of executed Contractor Guarantee - Reservation of Rights by the City document included in the contract specifications.

6.5.4 Final acceptance of the work shall be made by resolution of the City Council accepting the work and authorizing final payment. The date of adoption of this resolution shall be the date of completion under Minnesota Statutes, Section 574.31, and other sections dealing with public contractor bonds. Final acceptance of the work shall be subject to the provisions of Section 4.12.

ARTICLE 7

PROTECTION OF PERSONS AND PROPERTY

7.1 Responsibility for Damage. The Contractor shall make good, replace, or renew at his own cost, any loss or damage in the work occurring during the construction thereof, or prior to the final delivery to, and acceptance by the City, by reason of fire, tornado, theft or any other cause whatsoever, and shall be wholly responsible for the construction, completion, and delivery of the work in its entirety. Any payment or payments made to the Contractor pursuant to the contract shall not be construed as operating to relieve the Contractor from responsibility for the construction and delivery of the work as specified in the contract.

7.2 Safety of Persons and Property. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

7.2.1 All employees on the work and all other persons who may be affected:

7.2.2 All the work and all materials and equipment to be incorporated whether in storage on or off the site, under the care, custody or control of the Contractor or any of his sub-contractors.

7.2.3 Other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

7.3 Applicable Laws. The Contractor shall comply with all applicable law, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for compliance of his subcontractors with the same applicable requirements. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against any costs, fines, or penalties sustained by the City for alleged violations by the Contractor or any subcontractor of the Occupational Safety and Health Act, as amended.

7.4 Damage or Loss. All damage or loss to any property referred to in subsection 7.2.2 and 7.2.3 caused in whole or in part by any Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor involved, and shall not be grounds for a claim against the City except to the extent that such damage or loss resulted from wrongful acts or omissions of agents or employees of the City.

7.5 Barricades, Lights, Watchmen. Where the work is carried on in or adjacent to, any street, alley or public place, the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall take such other precautionary measures for the protection of persons and property, and of the work, as are necessary.

Excavations in which water stands more than one foot deep shall be securely barricaded with snow fence so as to prevent access by small children at all times when work is not being carried on at the site of excavation. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least two lights at each barricade, meeting the requirements of the Occupational Safety and Health laws, the Highway laws, and the Manual on Uniform Traffic Control Devices.

When a detour is necessary because a street is blocked by the work, the Engineer shall designate its route and the Contractor shall furnish and post detour signs and traffic control signs or devices on compliance with the requirements of the "Occupational Safety and Health Act of 1970" and the Manual on Uniform Traffic Control Devices.

The Contractor will be held responsible for all damages to the work due to failure or barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing the watchmen, shall not cease until the project shall have been accepted by the City.

7.6 Protection and Restoration of Property. Where the work passes over or through private property, the City will provide such right of way. The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to, prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer and gas lines; to all conduits; to all overhead pole lines or appurtenances and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual, not less than forty-eight hours in advance of any work which might damage or interfere with the operation of property along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of non-execution on the part of the Contractor, he shall restore, or have restored at his own cost and expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the City.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight hours written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild, or otherwise restore such property as may be determined necessary and the cost will be deducted from any monies due to the Contractor under this contract, and if not so deducted, the Contractor will be obligated to forthwith reimburse the City for the cost.

7.7 Protection of Improvements. The Contractor shall be entirely responsible for the protection of all improvements such as walls, sidewalks and curbing that are not designated by the Engineer to be removed for proper construction of the project.

7.8 Protection of Trees. No trees shall be cut except upon the specific authority of the Engineer. Trees adjacent to the work shall be protected from all damage by the construction operations.

ARTICLE 8

INSURANCE

8.1 Contractor's Liability Insurance.

8.1.1 During the term of this contract, the Contractor shall maintain such insurance as will protect him from his claims which may arise out of or result from the Contractor's operations or completed operations under the contract, whether such operations be by himself or by a subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable. This insurance shall cover:

(a) Claims arising under any workmen's compensation, employers liability, or any similar employee benefit acts;

(b) Claims because of bodily injury, sickness, disease or death of any person or persons, and for claims because of damage to or destruction of property of others, including loss of use.

8.1.2 The insurance referred to in subparagraph (b) above shall be written under the Comprehensive General and Comprehensive Automobile Liability policy forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above described policy forms, and an umbrella excess liability policy.

8.1.3 Such insurance shall be written for amounts not less than the following as respects subparagraph (a) above:

Workmen's Compensation Statutory
Employers Liability \$100,000 Each Occurrence

and respects subparagraph (b) above, for both general and automobile:

(This insurance may be written on primary insurance policies or a combination of primary insurance and umbrella/excess policies).

8.1.4 It is a condition of the contract that the policy or policies afford coverage for damage to property of others arising out of the perils of Explosion, Collapse, and Damage to Underground Facilities.

8.1.5 The policy or policies shall afford the same limits of liability as set out above for liability assumed under contract, including the indemnification liability set out in paragraph 8.6 of the General Conditions and contained herein.

8.1.6 It is a condition of the contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the contract.

8.1.7 The Contractor shall provide insurance to cover operating hazards during the period of placing the facilities in operation and during any testing, and until such time as the facilities are completed and accepted for operation by the City, and written notice of the fact has been issued by the City.

8.1.8 Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City or the Engineer do not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

8.2 Property Insurance.

8.2.1 All responsibility for maintenance of property insurance on the work remains solely with the Contractor who may at his option insure against any other perils, and such responsibility shall remain with the Contractor until such time as the work is complete and accepted in writing by the City. It is a condition of the contract that the City and Engineer and all Contractors, subcontractors, and sub-subcontractors waive all rights of recovery against each other for damages caused by perils to the extent covered by any valid and collectible insurance, and further, that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph.

8.3 Notice. The City shall be given at least 30 days written notice of cancellation, termination or material modification of the required insurance coverages.

8.4 Deductibles. All responsibility for payment of any sums resulting from any deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

8.5 Certificate of Insurance. The insuring company shall deliver to the City certificates of all insurance required on a form specified by the City Clerk, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval by the City Attorney with a record copy only to the Engineer for his files. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the City.

8.6 Indemnification. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, which they may suffer or for which they may be held liable because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, in consequence of the performance of the work by the Contractor, his employees, agents or subcontractors.

ARTICLE 9

CHANGES IN THE WORK

9.1 Change Orders. The City to the extent authorized by law, may order extra work or make changes by altering, adding to, or deducting from the work without invalidating the contract, and the contract will be adjusted accordingly. No such order for extra work or change shall be valid unless authorized by official action of the City Council, and communicated to the Contractor in writing, except that the City Manager shall have the authority to execute on behalf of the City change orders where the amount involved does not exceed \$5,000.00. All such work shall be executed under the conditions of the original contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such a change.

Extensions in the contract time, as provided for in paragraph 5.2, shall be by change order. All change orders for extensions because of labor disputes and change orders for extensions for other reasons that do not exceed 30 days may be executed by the City Manager on behalf of the City.

In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the installation, but the contract sum and the contract time can be changed only by change order.

9.2 Determination of Adjustment. The amount of an adjustment to the contract sum for any additional, omitted or changed work shall be determined in one or more of the following ways:

- (a) By a lump sum price agreed upon prior to starting the additional or changed work.
- (b) By unit prices named in the proposal or as agreed upon prior to starting the additional or changed work.
- (c) By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
- (d) By cost plus percentage.

"Cost", in methods (c) and (d) shall include all labor, materials, power, fuel, and rental on major items of equipment. The Contractor shall keep and present a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by subcontractors.

If none of the above methods is agreed upon, the Contractor, provided he received an order as above, shall proceed with the work. In such case, he shall keep and present, in such forms as the Engineer may direct, a correct amount of the net cost of labor and materials, together with vouchers. In that case, the Engineer shall certify a reasonable value of such labor and materials, and reasonable allowance shall be made by him for overhead and profit due to the Contractor.

Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from subsequent monthly estimates.

Statements for additional or changed work shall be rendered by the Contractor not later than 15 days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the next regular monthly estimate.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages or anticipated profits on any portion of the work that may be omitted.

In unit price contracts the total quantity of work may be adjusted upward to downward by the Owner, to the extent that the final contract price is between 80 and 120 percent of the original estimated contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

Where the value of omitted work is not covered by applicable unit prices, the Engineer shall determine on an equitable basis the amount of (a) credit due the Owner for contract work not done as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Owner and the Contractor, the credit due the Owner for omitted work shall be the "cost" as defined above of the omitted work plus an overhead allowance of:

Ten (10) percent of the "cost" if the work was to have been done by the Contractor's own forces.

or:

Fifteen (15) percent of the "cost" if the work was to have been done by a subcontractor.

9.3 Claims for Additional Cost. If the Contractor request to make a claim for an increase in the contract sum, whether because of any instructions, latent conditions, delay or otherwise, he shall give notice in writing within ten days after the occurrence of the event giving rise to the claim. The notice shall be given by the Contractor before proceeding to

execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. Claims made after this time, or not made in writing, will be refused and no claim shall be valid unless so made. Any change in the contract sum resulting from such claim shall be authorized by change order and shall be performed and compensated for under the terms of the original contract unless expressly provided otherwise.

ARTICLE 10

UNCOVERING AND CORRECTION OF WORK

10.1 Uncovering of Work. If any work should be covered without approval or contrary to the request of the Engineer, it must, if required by the Engineer, be uncovered for his observation and replaced, at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract documents, the Contractor shall pay such cost.

10.2 Correction of Work.

10.2.1 The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected work, including the cost of the Engineer's additional services.

10.2.2 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract documents, and without expense to the City and shall bear the expense of making good all work of the other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days thereafter, the City may upon ten days' written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

10.2.3 The Contractor shall remedy any defects due to faulty materials or correct rejected workmanship and pay for any damage to other work resulting therefrom. Neither any provision in the contract documents, nor any special guarantee time limit, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability. The City

shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided upon by the Engineer, notwithstanding final payment.

ARTICLE 11

TERMINATION OF THE CONTRACT

11.1 Right of the City to Terminate If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refused or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City, upon certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the surety on his bond seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the work by whatever method the City Council may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional engineering, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The Engineer shall certify the amount to be paid to the City or to the Contractor, as the case may be, in the manner provided in paragraph 6.3, and this obligation for payment shall survive the termination of the contract.

C1/GENCOND

DIVISION A

SPECIAL PROVISIONS FOR GENERAL CONDITIONS OF CONTRACT

A-1 AMENDMENT OF GENERAL CONDITIONS

- A. These Special Provisions modify, amplify, amend, or void the applicable Sections of the General Conditions of Contract and shall apply with equal force as said General Conditions of Contract.

A-2 SCOPE OF WORK

- A. The work contemplated to be accomplished under this Contract shall consist of the following:
 - 1. Construction of a 9 foot 4 inch by 9 foot 4 inch pump house at the intersection of Gorham Avenue and 1st Street Northwest.
 - 2. Construction of a sanitary sewer service between the pump house and adjacent sanitary sewer.
 - 3. All electrical, mechanical, and plumbing appurtenances necessary to operate the pumpout well over which the pump house will be constructed.
- B. It is the intent of the Contract Documents that the pump house be constructed in the same fashion and resemble similar structures at 3508 and 3512 Louisiana Avenue.
 - 1. The structures will be available for examination at the request of the Contractor.

A-3 DOCUMENTS, DRAWINGS AND SPECIFICATIONS

- A. Work under this Contract shall be governed by all applicable Federal, State, and local laws, regulations, codes, and ordinances and the Contract Documents, listed as follows:
 - 1. General Conditions of Contract
 - 2. Special Provisions
 - 3. Addenda
 - 4. Proposal
 - 5. Instruction to Bidders
 - 6. Contract Document
- B. The detailed drawings depict the intended site use upon construction of the pump house. Appendix A contains the subsurface soil report for the site.

C. The following standards shall govern the prosecution of the Work under this Contract except as modified in these Special Provisions:

1. State of Minnesota, Department of Transportation (Mn/DOT), "Standard Specifications for Highway Construction", 1988 Edition, and Supplemental Specifications, dated January 2, 1991.
2. City Engineer's Association of Minnesota (CEAM) "Standard Utilities Specifications", 1988 Edition.
3. Applicable requirements of:
 - a) American Society for Testing and Materials (ASTM)
 - b) American National Standards Institute (ANSI)
 - c) American Water Works Association (AWWA)
4. The Uniform Building Code
5. The Minnesota Plumbing Code
6. The Uniform Mechanical Code
7. The Electrical Code

A-4 PROPOSALS, BONDS AND GUARANTEES

- A. The Contractor shall provide the Owner with a listing of its ability to complete the Work as described. Said listing shall be provided as outlined in the "Bidder's Qualifications", P102 of the Proposal.
- B. The Contractor is advised that the provisions of Section 3.7.2. of the General Conditions, as amended below, shall be in force:

Prior to release of final payment, the Contractor shall deliver an executed copy of the "Contractor Guarantee - Reservation of Rights by the City", "Sworn Construction Statement", and the Minnesota Department of Revenue "Withholding Affidavit for Contractors" contained in these documents.

A-5 WORK COMPLETION, SUSPENSION, AND RESUMPTION STIPULATIONS

- A. Work under this Contract shall commence within ten (10) calendar days after issuance of written "Notice to Start Work". The work shall be completed by October 31, 1994.
- B. Time being an essential element of this Contract, it is hereby agreed that the Owner is entitled to liquidated damages in the amount of \$250.00 for each calendar day that specified work remains uncompleted after the final completion date as above set forth or extended in accordance with the provisions of the General Conditions of Contract and these Special Provisions.

A-6 MEASUREMENT AND PAYMENTS

- A. Measurement of and payment for work completed according to the requirements of the Plans and these Special Provisions shall be made according to the lump sum amount established in the Bid Proposal.
- B. Except as specifically authorized in writing by the Engineer at the time additional work is done beyond the original scope of the Contract Documents, the Contractor shall have and make no claim for additional compensation. The Contractor's pleas of ignorance of foreseeable conditions which will create difficulties or hindrances in the execution of the work will not be acceptable to the Owner as an excuse for any failure of the Contractor to fulfill the requirements of the Contract Documents and shall not be a basis for the Contractor's claim for additional compensation.

A-7 CONTROL OF WORK

- A. Preconstruction and Progress Conferences
 - 1. A preconstruction conference will be arranged by the Owner prior to project commencement. Representatives of the Owner, Contractor (including its Project Superintendent) and affected utilities and governmental agencies shall be present at the meeting.
 - a. At this meeting, the Contractor shall designate a competent Project Superintendent who shall be familiar with all phases of the work to be executed and who shall oversee the work during its progress. The Project Superintendent shall represent the Contractor, and communications and directions given to the Project Superintendent shall be as binding as if given to the Contractor.
 - b. Also at this meeting, the Contractor shall submit in writing to the Owner for approval a schedule of procedure indicating the order in which the Contractor proposes to perform the various stages of the work, the dates on which work will start on the several salient features thereof (including procurement of materials, plant, and equipment), and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of work scheduled and completed at weekly intervals. The Contractor shall not deviate from said schedule after once approved without the written permission of the Owner.
 - 2. Periodic progress conferences shall be held at the site. The meetings shall be attended by the Contractor's Project Superintendent.

B. Lands for Work

1. The Contractor shall take necessary precautions to limit and conduct construction operations to the project site except in those cases where the Plans or Special Provisions require, or the Owner orders, construction beyond the designated construction limits.

C. Time of Work

1. The Contractor's hours of operation shall be confined to between 7:00 a.m. and 6:00 p.m. local time, Monday through Friday. No work shall occur on official holidays unless authorized in writing by the Owner.
 - a. This provision is intended to control all activity at the site including the delivery of equipment, materials, and machinery or the operation of employee vehicles in a manner disruptive to the adjacent community.
2. The Contractor shall notify the Owner in advance of all times when workers are on the construction site.
3. Should work by the Owner or other special conditions require temporary suspension of the Contractor's activities, the Contractor shall comply and reschedule the work at no additional cost to the Owner.
4. When unfavorable weather, soil, drainage or other unsuitable construction conditions exist, the Contractor shall confine its operations to work which will not be adversely affected by said unfavorable conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality of the specified Work unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

D. Surveys

1. The Owner shall be responsible for the establishment of vertical and horizontal reference points. The Contractor shall establish all line and grade for the pump house foundation and sanitary sewer service from the reference points.

A-8 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Products Referenced by Standards

1. Where a product is specified by reference standards and description only, the Contractor may select any product meeting the standards and description.

B. Products Specified by Name

1. Where a product is specified by naming one or more products and is followed by the words "or approved equal" or similar wording indicating approval for substitution is required, the Contractor shall select products from the approved list or shall make written request for use of a substitute item. The request shall be accompanied by complete data on the proposed substitution including product identification and description, performance and test data, references, samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named.
2. Where a product is specified by naming one or more products and is followed by the words "or equal," or "equivalent," or similar wording indicating approval for substitution is not required, the Contractor may select from the product list or may select other products of equal or better function and quality. The name of a particular product, manufacturer or supplier has been used to establish the type, function and quality required. It shall be the Contractor's responsibility to select products meeting these criteria. If subsequent observation by the Owner reveals that the Contractor's substitute products are less than equal in any respect compared to the specified item, the Contractor shall replace such items at no additional cost to Owner.
3. Where a product is specified by using the name of one or more products and the list is not followed by any wording indicating equivalent products are acceptable, the Contractor shall use only listed products and this will be the basis of the Contract without substitution or exception.
4. All product substitution shall be subject to Contractor's responsibilities as set forth in the Contract Documents.

C. Substitutions Not Considered

1. Substitutions will not be considered when they are indicated or implied on Shop Drawing or product data submittals without separate written request, or when acceptance will require substantial revision of the Contract Documents.

A-9 SUBMITTALS

A. Schedule of Values

1. At least 14 days prior to submittal of the first partial payment, the Contractor shall submit two (2) copies of the Contractor's Schedule of Values as described below.

2. The Schedule of Values shall be a detailed cost breakdown for all of the Work which shall include quantities and unit prices of items aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such unit prices shall include an appropriate amount of overhead and profit applicable to each item of Work.

3. The Schedule of Values shall be organized in a tabular format with the following columns (clearly labeled) as a minimum:

- | | | |
|----|---------------------------------|---|
| a. | ITEM NUMBER: | Number items according to the Section of these Specifications to which it corresponds. |
| b. | ITEM DESCRIPTION: | Written description of what item consists of. |
| c. | UNIT: | The unit of measure upon which the unit price is based. |
| d. | NUMBER OF UNITS: | The number of units upon which the total price for the item will be based. |
| e. | UNIT MATERIAL PRICE: | The cost of the raw materials or products needed for the item on a unit price basis. |
| f. | UNIT LABOR PRICE: | The cost of labor needed to fabricate, install or otherwise construct the item on a unit basis. |
| g. | UNIT OVERHEAD AND PROFIT PRICE: | Contractor's overhead and profit distributed on a unit basis. |
| h. | TOTAL UNIT PRICE: | Sum of unit material price, unit labor price, and unit overhead and profit price. |
| i. | EXTENSION: | The total price for the item determined by multiplying the number of units by the total unit price. |

4. The Schedule of Values shall include a row labeled TOTAL EXTENSION which shall be the sum of the extension column for each of the individual items. The dollar value shown as the total extension shall match exactly the Contract Price as shown in the Agreement.

5. The Schedule of Values shall contain sufficient detail to serve as the basis for progress payments for process equipment which will be shop fabricated. The schedule should include such items as design, fabrication, lining, exterior painting, transportation to site, installation and any other pertinent items the Contractor wishes to break out.
6. The Schedule of Values is subject to the review and approval of the Owner. If in the opinion of Owner, the Schedule of Values does not contain sufficient detail or appears to be unbalanced, the Owner may ask Contractor to revise and resubmit the Schedule of Values and/or provide documentation to justify the Contractor's distribution. The Contractor shall correct such deficiencies and resubmit as directed.

B. Shop Drawing/Equipment Information Sheets

1. The Contractor shall submit three sets of shop drawings or equipment cut sheets for review and approval by the Owner.
 - a. The Contractor shall submit each set of drawings or cut sheets in a separate envelope clearly labeled with the project name and name of the submittal.
 - b. Each submittal must bear the Contractor's stamp certifying that it has reviewed and verified that the product required, field dimensions, etc. meet the requirements and intent of the Contract Documents. Unstamped or unsigned submittals will be returned without action. Submittal of subcontractors or vendors will be returned without action.
 - c. The submittals shall identify any variations or deviations from the Contract Documents and identify alternative products or system limitations which may be detrimental to successful performance of the completed Work.
2. The Owner shall return one submittal to the Contractor with revision requirements or approval notes.
 - a. The Contractor shall resubmit revised drawings or cut sheets as directed.
 - b. The Contractor may not proceed with any Work requiring review by the Owner until submittals have been reviewed and returned to the Contractor.

C. Submittal of Operation and Maintenance Instructions

1. The Contractor shall submit two (2) complete sets of operation and maintenance instructions for all equipment and systems furnished. Operating instructions shall be prepared specifically for each system or piece of equipment installed under this Contract and shall consider the specific equipment and controls included. All references, pictures and diagrams regarding items not part of furnished equipment and systems shall be deleted. Instructions shall be complete for each separate system and shall cover:
 - a. Equipment functions, normal operating characteristics, and limiting conditions.
 - b. Assembly, installation, alignment, adjustment, and checking instructions.
 - c. Operating instructions for start-up, routine and normal operation; regulation and control; shutdown; and emergency conditions.
 - d. Lubrication and maintenance schedules and instructions.
 - e. Guide to "troubleshooting".
 - f. Parts list with manufacturer's part numbers and parts diagrams.
 - g. Outline, cross sections, and assembly drawings; engineering data; and wiring diagrams.
 - h. Test data and performance curves, where applicable.
2. Submittal of Operation and Maintenance Instructions shall be made prior to final acceptance by Owner.

A-10 APPLICATIONS FOR PAYMENT

A. General

1. The Owner will act on payment requests on the first Monday of each month. To ensure proper review, Applications for Payment shall be delivered to the Owner at least ten (10) calendar days prior to the first Monday of each month.
2. All Applications for Payment shall be made on forms provided by the Owner. Forms shall be completed in their entirety and all signatures and notarizations shall be completed.
3. Applications for Payment shall be consistent with the actual Work completed as of the date of application. Applications must be consistent with the current Schedule of Values.

4. Incomplete or deficient Applications for Payment will be returned to the Contractor by the Owner without action. Resubmitted applications will be processed promptly but the Owner cannot assume any responsibility for payment, or interest on payments, for applications resubmitted after the specified time. Late submittals may be returned to the Contractor for inclusion in the next month's Application for Payment.

B. Application for Final Payment

The administrative procedures which shall be completed by the Contractor prior to application for final payment include, but may not be limited to, the following:

1. Assurance, satisfactory to the Owner, that there are no unsettled claims including submittal of the Sworn Construction Statement included in these Contract Documents.
2. Submittal of the required construction records, including record drawings, to the Owner.
3. Proof, satisfactory to the Owner, that taxes, fees and similar obligations of the Contractor have been paid including submittal of the Withholding Affidavit for Contractor's included in these Contract Documents.
4. Contractor Guarantee - Reservation of Rights by the Owner (on form included in these Contract Documents), and any other written warranties or guarantees required by the Specifications.

A-11 PROJECT START-UP

A. General

1. In order to make an orderly transfer of responsibility between the Contractor and Owner, the steps outlined in this section shall be followed.
 - a. It is the Contractor's sole responsibility to coordinate and plan the start-up of the individual pieces of equipment and systems and to demonstrate that the entire completed Work meets the requirements of these Contract Documents.

B. Initial Start-up of Equipment

1. The Contractor shall notify Owner seven calendar days prior to start-up of each piece of equipment or system.
2. The Contractor shall coordinate the schedule of start-up of individual pieces of equipment with the necessary controls, piping, wiring and other related work so that start-up is attempted only after work has progressed so that additional installation or modification will not be required after start-up.

3. The Contractor shall verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, control sequence, pressure relief, wiring, operating speed or other conditions which may cause damage to the equipment or personnel.
4. The Contractor shall verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer, and verify that wiring and support components for equipment are complete and tested.
5. The Contractor shall execute start-up of equipment in accordance with the requirements of relevant individual sections of these Special Provisions and in the absence of other instructions in accordance with manufacturer's instructions.
6. If necessary, the Contractor shall execute the start-up under the supervision of qualified tradesmen experienced in the installation, operation and repair of equipment of the type being started.

C. Demonstration Testing and Operation

1. In addition to the tests required in the individual sections of these Special Provisions, the Contractor shall conduct a test or tests as necessary to demonstrate that the individual systems or pieces of equipment function together as a whole to meet the design concept.
2. The Contractor shall furnish all labor, equipment and materials necessary for demonstration testing, initial setting and balancing, debugging, and other operations needed to make the entire system operational for its intended use. Personnel shall be experienced tradespeople familiar with the equipment and its installation, operation and repair.
3. If initial demonstration testing reveals defective work, said work shall be corrected and demonstration testing repeated at no additional compensation to Contractor.
4. All process, mechanical and electrical equipment, including related control systems, shall be subjected to preliminary operation and demonstration testing by the Contractor before the individual facilities and systems are put into operation. Tests shall be conducted to determine whether the equipment has been properly assembled, aligned, adjusted, wired or connected. Any changes, adjustments or replacements of equipment which are due to defective work, or which may be otherwise necessary to comply with the requirements of the Contract Documents, shall be done without additional cost to the Owner. Upon completion of

4. the checking and adjustment, the Contractor shall demonstrate that each separate piece of equipment in each system operates in accordance with the requirements of the Contract Documents and that the individual systems operate together as required. Where no specific performance requirements are stated, the demonstration test shall show that the equipment operates in accordance with normal application practice for the equipment. The demonstration test shall show that the equipment and systems operate smoothly and without excessive noise and vibration, free from leaks, that the equipment is responsive to manual and automatic controls, that all control and protective devices are properly set, that the equipment will run on a controlled or intermittent basis when either operation is intended, and that all valves seat fully and provide tight shutoff.
5. The Contractor shall schedule the demonstration tests with the Owner and Engineer. Owner and Engineer shall be notified at least seven calendar days in advance of all tests.

D. Instruction of Owner Employees

1. The Contractor shall provide competent personnel who fully understand the operation of the equipment to instruct the Owner's employees in the operation, maintenance, and repair of each item and system. Such instruction shall take place following demonstration testing and at such a time or times that are acceptable to Owner. The Contractor shall include the cost of this training in the Contract Price. Training shall be of the on-the-job type, and shall cover all areas of operation and maintenance.

A-12 OTHER STIPULATIONS

- A. Northern States Power Company will be responsible for extending electrical service to the vicinity of the pump house.
- B. Others will be responsible for furnishing and installing a submersible pump in the pump house. The Contractor shall coordinate its operations to allow for the pump installation.
- C. The Owner shall provide traffic barricades and warning devices necessary to advise the public of the existence of open excavation or depressions.
- D. The Contractor shall take out all necessary permits.
 1. The only cost to the Contractor shall be the State Surcharge fee.
 2. Electrical work shall be conducted by licensed/registered Electricians.

3. Plumbing work shall be conducted by licensed/registered and bonded Plumbers.
4. Mechanical work shall be conducted by licensed/registered and bonded Mechanical Contractors possessing Owner issued Competency Cards.

C94B/DivA9319

DIVISION B

SPECIAL PROVISIONS FOR CONSTRUCTION PROCEDURES

B-1 GENERAL

- A. This Division of the Special Provisions specifies procedures to be followed for the construction of a pump house at the intersection of Gorham Avenue and 1st Street Northwest and a sanitary sewer service connection for the pump house.

B-2 REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

- A. The Contractor shall saw cut the existing four inch bituminous pavement in the parking lot and street as depicted on the Plans.
- B. All sidewalk and curb and gutter shall be removed to a clean edge. The Contractor may saw cut the structures or remove them at a joint.
- C. All removed bituminous pavement and concrete sidewalk and curb and gutter shall be disposed of by the Contractor outside the City limits.

B-3 EXCAVATION AND EMBANKMENT

- A. The Contractor shall strip topsoil from the turf area and stockpile it on the parking lot for use after the sanitary sewer service is installed.
- B. The Contractor shall use all material taken from trench excavation and deemed appropriate by the Engineer.
 - 1. All material deemed inadequate or in excess of the quantity required shall be disposed of outside the City limits.
- C. Backfill material shall be carefully placed in uniform loose thickness layers of 12 inches spread over the full width and length of the trench section and compacted to 95 percent Modified Proctor Density (ASTM Specification D-1557).
- D. Material beneath the pump house footing shall be compacted to 95 percent Modified Proctor Density.

B-4 SURFACING REPAIRS

- A. The Contractor shall provide six inches of aggregate base (Class 5) beneath all bituminous and concrete areas. Additional aggregate base shall be provide to cause the aggregate surface to be flush with the adjacent bituminous or concrete.

1. The aggregate base shall be placed within one day of the installation of the sanitary sewer service.
 2. Aggregate base shall be compacted to 95 percent Modified Proctor Density.
- B. All concrete and bituminous repairs shall be performed by the Owner.
1. The Owner shall remove excess aggregate base in order to accommodate the surfacing repairs.
- C. The Contractor shall place a four foot by four foot concrete landing and/or ramp at the door to the pump house.

B-5 PIPE PLACEMENT

- A. The Contractor shall install four inch diameter ductile iron pipe (Class 52) for the pump house floor drain and the pump discharge main between the pump house floor and sanitary sewer.
1. The pipe shall be installed and backfill placed in accordance with the provisions of the 1988 Edition of the City Engineer Association of Minnesota Standard Utility Specification.
 2. The Plans depict the desired installation.
- B. The Plans depict the desired galvanized piping to be used within the pump house.

B-6 BUILDING

- A. The Contractor shall excavate to full depth and full width of foundations, allowing ample room for forms where required. Excavation shall be held to a true line and grade. The bottom shall be level and free from loose material. Where the bottom of the footing is undercut, return to grade with concrete of the same quality as specified for the footing of foundation.
1. Promptly backfill excavations as work permits, but not before walls have attained design strength. Shore walls and footings as required to prevent toppling, cracking, and misalignment.
 2. All spaces excavated for and not occupied by structures shall be backfilled to subgrade with excavated materials from the site thoroughly compacted in layers not to exceed 12" in depth. Backfill shall be compacted to a minimum of 95 percent of Modified Proctor Density. Backfill simultaneously on both sides of the structures.
 3. Place granular drainage under the slab and compact. The depth of drainage fill shall be minimum 6 inches or as shown on Plans.

4. Earthwork density tests shall be required for each lift during construction. They shall be made by an independent testing laboratory selected by the Owner. Field density tests shall be taken at locations selected with a minimum of one per 150 sq. ft. per 2' lift. All passing tests shall be paid for by the Owner. Failing tests shall be paid for by the Contractor.
- B. The Contractor shall adhere to all governing codes, and the following provisions:
1. Reinforcing bars shall conform to the requirements of ASTM A-615 Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement. The grade of steel to be as shown on Plans.
 2. Welded wire fabric shall conform to the requirements of ASTM A-185, "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement".
 3. Expansion Material shall be ASTM D1752, Type III, performed, self-expanding strips formed of cork particles with a nonbitumen, isolable resin binder, similar to "W.R. Grade Code No. 4324."
 4. Vapor barrier material shall be 6 mil polyethylene ASTM E-96.
 5. Interior concrete slabs shall be cured with Clear Bond as manufactured by Guardian Chemical Company, Atlanta, Georgia or approved equal by the Owner that can be applied in one coat at the rate of 400 square feet to the gallon and shall meet ASTM C309 (Type 1), TTC-00800 (GSA-Fss), CDR-C-300 and U.S. Corps of Engineers Abrasion Test Method.
 6. All work shall be in accordance with ACI-304, "Recommended Practice for Measuring, Mixing and Placing Concrete". All construction debris and extraneous matter shall be removed from within the forms. Struts, stays, bracing and blocks, servicing temporarily to hold the forms in correct shape and alignment, shall be removed. All concrete shall be placed on clean damp surfaces, free from water, or upon properly consolidated fill.
 7. Vibration: Concrete shall be consolidated by means of mechanical vibrating. Vibrators shall be inserted and removed vertically at regular intervals to insure uniform consolidation. In no case shall vibrators be used to transport concrete inside the forms. Internal vibrators shall maintain a speed of not less than 7,000 impulses per minute when in operation. At least one standby vibrator shall be on hand at all times.

8. Cold Weather Batching: No frozen materials or materials containing ice shall be used in cold weather. Temperatures of materials including mixing water, shall not exceed 140⁰. When placed in forms, the concrete shall have a temperature between 50⁰F. and 90⁰F. Work shall be in accordance with ACI-306, "Recommended Practice for Winter Concreting".
 9. Top surface of footings shall receive a floated finish with a Class B tolerance (1/4 inch in 10 feet).
 10. All interior floor slabs shall receive a troweled finish in accordance with ACI 301, Section 1104(c) with a Class A tolerance (1/8 inch in 10 feet).
 11. All concrete shall be cured for a period of not less than 7 days. During this curing period, no part of the concrete shall be permitted to become dry. Curing shall be applied and maintained to prevent loss of water from concrete for the duration of the curing period.
 12. Fresh concrete shall be protected from heavy rains, flowing water and mechanical injury. All concrete shall be protected from the sun and drying winds.
- C. The following provisions shall prevail for hardware:
1. Door lockset - to match existing Water Utility Division facilities and keyed alike.
 2. Roof scuttle padlock - Master, keyed to Water Utility Division system.
 3. Door closer - Yale Series 50, standard door closer #54.
 4. Door hinges - (3) Full Mortise, standard weight, wrought steel, anti-friction ball bearing, non rising pin, flush tip, non-removable pins, satin chrome finish (Stanley FBB179-26D-NRP).
 5. Roof scuttle - Bilco Type S-50
- D. The following provisions shall apply for masonry wall construction:
1. The door opening shown on the Plan is to have a reinforced lintel. Construction materials should be 6" & 12" ASTM C90, Grade N, Type 1 hollow core block and Type S mortar.
 2. Face brick shall be standard size (2-1/4" x 3-3/4" x 8"), grade SW, conforming to ASTM designation C216. Color and style to be specified by the Owner.
 3. Wall reinforcing shall be truss type, 9 gauge steel wire conforming to ASTM A82, with side rods deformed. Placed as shown on Plans. Standards: Truss-Mesh (Hohmann & Barnard) - Dur-O-Wall (Dur-O-Wall Mfg. Co.) - Keywall Truss (Keystone).

4. Mortar joints which are to be exposed or painted shall be struck off flush with the wall surface and when the mortar is partially set, shall be firmly compacted with a round jointing tool. Mortar joints in the face of walls to be covered shall be struck off flush with the face of the wall.

The masonry subcontractor shall cooperate with all trades and be responsible for cutting, patching and building-in all work as required.

5. The door frame is to be grouted.
6. Set and build-in flashings and counter flashings, expansion joints, frames, sleeves, lintels, and anchor inserts, furnished under other sections, which are incidental to, or support masonry.
7. Anchors embedded in masonry shall be furnished and installed in the size and spacing shown on the Plans.
8. Flashing, expansion and control joints shall be built into masonry and placed as the work progresses. Provide weep holes 24" o.c. at bottom of walls (floor line) and bottom of flashings.
9. Exterior brick and stone walls above grade shall receive silicone or stearate water-repellent, applied in accordance with the manufacturer's instructions. Standards Toch Brothers - Supertox; Sonneborn S-X Hycon; Toch Brothers Limestone Supertox; Sonneborn Hydrocide Unipel.
10. All permanently exposed masonry walls, including partitions shall be thoroughly cleaned down on completion, damaged surfaces repaired or replaced and mortar joints pointed to leave the work in a condition acceptable to the Owner. Cleaning and pointing shall be started at the top and worked down. Cleaning of masonry, except concrete block and stone, shall be done with fiber brushes using soap powder boiled in water, adding clean, sharp, fine sand to the soap and water mixture where necessary. Excess mortar stains shall be removed and the entire surface rinsed with clean water. Cut out defective mortar joints where necessary and fill the crevices solidly with mortar and tool as specified. Exposed concrete block shall be rubbed with stone to eliminate excess mortar. Point up all surfaces and leave walls in a condition acceptable to the Owner.
11. No masonry work shall be permitted when the temperature is less than 32 degrees F. or below 40 degrees F. and falling, unless the following precautions are taken:
 - a. Below 40 degrees F. but above 32 degrees F.: Heat mortar mixing water, but not above 160 degrees F. Plastic sheets or tarpaulins shall be placed over the newly laid walls.

- b. Below freezing, but above 0 degrees F.: In addition to the preceding requirements, sand shall be heated, but not scorched. The working area shall be enclosed with protective coverings and artificial heat shall be provided. When the temperature falls below 20 degrees F., all concrete masonry units shall be heated to at least 50 degrees F. at the job site by the Contractor.
 - c. Below 0 degrees F.: Construction shall be stopped unless the enclosure is complete and tight. Observe all preceding requirements.
 - d. Masonry shall be protected against freezing for at least 48 hours.
 - e. No masonry shall be laid with or on frozen materials.
- E. The following provisions shall apply for the pump house door:
 - 1. The hollow metal door and frame to be supplied and installed shall be Steelcraft Corporation or approved equal. The door and frame are to be factory primed. The frame is to be grouted. The door is to be fitted with a top cap.
 - 2. The frame is to be checked for level during construction to assure it remains plumb.
 - 3. Finish hardware shall be equal to the following:
 - a. Hinges - Hager, Stanley, McKinney
 - b. Door closer - Sargent & Company, Yale
 - c. Threshold - National Guards Products Company
 - d. Butts - The Stanley Works
- F. The following provisions shall apply for lockwork:
 - 1. The lockwork to be used is as follows:
 - a. Door - To match existing Water Utility Divisions installations
 - b. Roof scuttle - Master, padlock
 - 2. All lockwork except padlock is to be satin chrome and be keyed to meet Owner specifications.
- G. The following provisions shall apply for caulking:
 - 1. Provide all labor, materials, and equipment necessary for complete caulking work as shown on the Plans and specified herein.

2. Interior caulking shall be the same as exterior caulking.
3. Exterior caulking shall be of a color to closely match the mortar color, 2 part polysulfide base (Thiokol) sealant material meeting requirement of American Standard Specifications for Sealing Compounds for the Building Trade, A116.1 1960 of Shore A or approved equal.
4. Primer shall be colorless by the caulking manufacturer.
5. All materials shall be used in accordance with their manufacturer's latest printed instructions.
 - a. Caulk expansion joints, control joints, and around entire perimeter of doors and other openings and joints where caulking is otherwise indicated or obviously required on the exterior of the building.
 - b. Mix compounds which require field mixing as per the manufacturer's instructions. Apply with gun especially for compound, to attain a smooth finish surface, free of wrinkles, air pockets and holes. Compress into joint with tooling rods or paddles to insure conformance of compound to even the smallest surface irregularity. The depth of joint shall be as recommended by the manufacturer of the sealant material. Pack joints required with sealant backer to bring voids to required depth before caulking.

B-7 MECHANICAL WORK

- A. The following provisions shall apply for the mechanical work.
 1. All mechanical systems are to be finished to a ready-to-operate condition. The (Mechanical or Plumbing) Contractor is responsible for completing all mechanical systems including supports and connections.
 2. The accompanying Plans have been drawn to scale and have some listed dimensions. Care has been taken to maintain accuracy, but it remains the Contractor's responsibility to verify the scaled and listed dimensions.
 3. The Contractor will assume all responsibility for conforming to rules and regulations of the applicable government agencies and utilities, including but not limited to the Uniform Mechanical Code and State Plumbing Code.
- B. Every piping system will be flushed clean prior to pressure testing.
 1. Testing procedures for all piping systems are as follows:

- a. Air Test: The air test shall be made by attaching an air compressor testing apparatus to any suitable opening, and, after closing all other inlets and outlets to the system, forcing air into the system until there is a uniform gauge pressure of 5 pounds per square inch (5 psi/34.47 kPa) or sufficient to balance a column of mercury 10 inches (254 mm) in height. This pressure shall be held without introduction of additional air for a period of at least 15 minutes.
- C. Following are the mechanical equipment requirements:
1. Discharge gate valve 2" flanged (Powell Fig. 515)
 2. Pressure gauges (2) 0-100 psi (Ashcroft 1279 (*) 54 1/2" TA Lower 1/2 NPT 0-100 psi)
 3. Sample line valve and pressure gauge shutoff valves 1/2" NPT, ball type (Powell Fig. 4210B 1/2")
 4. Flow meter 2" NPT Hersey (Turbine Meter MVR160-C-I-200-P-G-C with 1005 pulse to DC converted, manufacturers calibration records are required for these devices)
 5. Backflow check valve 2", spring closing (TRW Mission Duo Check II K15 HMF 2")
 6. Reduced pressure backflow preventer 2" NPT (FEBCO 825Y with gate valves)
- D. The Contractor is to furnish all piping, valves and accessories to complete the Work as described by the Contract Documents.
1. The list of acceptable manufacturers is as follows:
 - a. Gate and check valves: Nibco/Scott, Crane, Powell, Lunken, TRW Mission Heimer, Walworth, Jenkins or Stockman
 - b. Ball valves: Wolverine Brass Works, Nibco/Scott, Hammond, Powell, Jamesbury, Metraflex or Dyna-Quip
 2. All flange connections are to have 1/16" full face "Cranite" gaskets coated with a thread lubricant when installed.
 3. All piping must be installed and routed in a neat and orderly manner with sufficient clearances for maintenance unless otherwise indicated on the Plans.

E. The following provisions shall apply for gauges:

1. Acceptable gauge manufacturers are Ashcroft, Marsh, Terence, Duro, Danton, Cambridge, American Air Filter or Dryer.
2. Typical gauges shall be similar to the following:
 - a. Ashcroft 1279

B-8 ELECTRICAL WORK

A. The following provisions shall apply for the electrical work.

1. The (Electrical) Contractor will assume all responsibility for conforming to all rules and regulations of the applicable government agencies and utilities.
 - a. All electrical equipment must be U.L. approved and meet all other applicable code requirements.
2. The (Electrical) Contractor must supply temporary power and outlets to allow for convenient construction use.
3. Others will provide a 5 horsepower, 3 phase, 200 volt, 17 amp submersible pump for the well. The Contractor must make provisions to allow for Others to install the pump and must wire the pump.
4. The conduit system ground must be continuous through all new construction. All equipment must be provided with a suitable ground. Green pigtailed and jumpers are to be used with outlets, switches and all flexible conduits. All conduit ground must be tested to insure correct and complete ground.

B. The following equipment shall be provided by the Contractor:

1. Nema Size 1 starter (Square D class 8536, type SCW, Nema type 4 with Dual Push Button and pilot light control unit KXRG117, fused 120V control transformer and extra contact)
2. Hourmeter nonreset type (Redington 7526-002)
3. One 50 amp circuit breaker disconnect in load center (Square D Q0350) 3 pole, common trip with indicator
4. Heater 5KW, 17,065 Btuh, 208 V, 3ph, 60Hz, 12.5 amps Emerson-Chromalox MUH-05-8 unit heater, MT-1 thermostat, MMB-5 mounting bracket)
5. One 20 amp circuit breaker disconnect in load center (SQUARE D Q0320) 3 pole, common trip with indicator

6. Lights (2 units) each unit having 2 lamps, 120V, 60Hz, 70 watts per fixture, .65 amps per fixture (Graybar Meter Miser Wrap-Arounds GMM-8-2224)
7. One 15 amp ground fault circuit interrupter circuit breaker disconnect in load center for both lights (Square D Q0115GFI) 1 pole with trip indicator
8. Switch toggle type, 120V, 15 amp (Hubbell 1201 GRY)
9. Recorder/Totalizer (Honeywell Truline DR4500)
10. One 15 amp ground fault circuit interrupter circuit breaker disconnect in load center (Square D Q0115 GFI) 1 pole with trip indicator
11. Duplex Outlet corrosion resistant, 3 wire grounding, 125V 20 amp (Hubbell 53CM62)
12. One 20 amp ground fault circuit interrupter circuit breaker disconnect in load center (Square D Q0120 GFI) 1 pole with trip indicator
13. Loadcenter circuit breaker type, 3ph, 4 wire, 120/208V AC WYE, 100 amp main (Square D Q0424M100) flush cover (Square D Q0C430LF) Equipment Ground bar kit (Square D PK15GTA)
14. Safety Socket Box test-bypass type, 3ph, 4 wire, 208Y/120V, 100 amp (Square D EM71NRB)
15. Service equipment, panelboards, safety switches, motor starters and other general purpose control devices - Square D
16. Wiring devices - Hubbell, A.H. & H., P. & S. G.E., Sierra, Grouse-Hinds
17. Finishing plates - Sierra
18. Lighting Fixtures - Noted on Drawings or approved equal
19. Lamps - G.E., Sylvania or Westinghouse

C. The following installation provisions shall apply:

1. The (Electrical) Contractor is responsible for all power tie-ins required for installed equipment.

2. All equipment, switches, panels, main circuits and feeder circuits that are installed by the Contractor should be identified by permanent labels.
3. The Contractor is responsible for all testing required to insure a complete and secure electrical system.
4. All conduit shall be hidden from view unless noted on drawings or approved by Owner. No runs will be installed diagonally. Conduit ran through exterior walls must be sealed with appropriate material.
5. Wire must not be pulled using grease or oil. Only cable pulling compounds similar to Y - ER - EASE are to be used. Any required splicing will be done using approved splicing procedures and must be approved by Owner.
6. All wall mounted switch and outlet boxes must be flush mounted unless otherwise noted.
7. Mounting height of switch and outlet boxes and devices are to be as follow:
 - a. Receptacle outlets - 40" above floor
 - b. Toggle switches - 48" above floor
8. Conduit can be U.L. approved heavy wall rigid or EMT where not otherwise specified. All fittings must be U.L. approved and electrically conductive. Minimum conduit size is 3/4" except where noted. Flexible conduit is 1/2" minimum.
9. Conduit runs shall be in the block walls and under the concrete floors unless otherwise indicated.
10. Wire and cable for general wiring shall be rated 600 volt. Conductors size #12 through #8 AWG shall have type THW or THWN insulating wall unless otherwise noted. Conductors sizes #6 AWG and larger shall have type XHHW insulating wall unless otherwise noted. Minimum conductor size must be #12 AWG. All wire terminating in light fixtures or at equipment should be heat resisting type. Wire must be sized so that voltage drop does not exceed 3% from branch panel to last outlet. Color coding should be Phase A - Black, Phase B - Red, Phase C - Blue, Neutral - White or Grey and Ground - Green. All wire must be 98% conductability soft drawn commercially pure copper.
11. Toggle switches and receptacles should have a grey finish. Finishing plates must be brushed stainless steel.

- D. The Contractor is responsible to furnish, install and wire an electric heater as provided in these Special Provisions and the Plans.
 - 1. The heating fixture is to be hung from the wall after the wall and ceiling painting are complete.
 - 2. The unit specified may be replaced with an equal unit.
 - 3. The unit shall have a built-in thermostat (40° to 85°F range), totally enclosed corrosion resistant elements finned and sheathed, quiet built in fan, totally enclosed motor with sealed bearings automatic-reset thermal cut-out disconnects for element and motor.
- E. The Contractor shall install a Square D 100 amp, 3ph, 4 wire, 208Y/120 volt meter box.
- F. The Contractor shall install a Square D Nema Size 1 starter.
 - 1. The unit shall be installed after the wall and ceiling painting are complete.
- G. The Contractor shall install a Square D 100 amp 120/128 volt circuit breaker panelboard complete with main breaker and listed number of individual breakers.
- H. The Contractor shall furnish, install and wire all light fixtures. Ceiling fixtures will be hung after the ceiling is painted. All ceiling fixtures must be self supporting and also secured to bar joists. All fixtures must be equipped with U.L. heat resistant wiring. Fixtures should have white finish on all metal.
- I. The service entrance wire size will be #2 AWG. The service entrance conduit will be routed underground to the nearest adjacent ground mounted transformer. The bury depth shall be 18 inches to the center of the conduit. The service entrance conduit shall terminate in the terminal cabinet of the transformer. The Contractor will be responsible for coordinating the electrical service connection.

B-9 PAINTING

- A. The following provisions shall apply for painting:
 - 1. The Contractor shall furnish all supplies and labor to paint all interior walls, ceiling, door (interior and exterior), gutters, downspouts, exposed roof flashing, meter box and exposed conduit.
 - 2. The painting schedule will consist of two segments. All sealing, priming and finish coats will be in the first segment. After other construction is complete touch up will be done.

3. Care must be taken to protect all adjacent surfaces during preparation and painting. All surfaces should be prepared to paint manufacturers' recommendations before painting.
4. Top Coat Paint colors to be used are as follows:
 - a. All exterior metal doors, frames and meter socket box - Glidden Professional Colors Aluminum
 - b. All galvanized gutters, flushing, downspouts and conduit - Glidden Professional Colors Aluminum
 - c. All interior walls, ceilings, doors, frames and conduit - Glidden Professional Colors White
5. Paint types to be used are as follows:
 - a. Exterior primed surfaces - (2) coats Glidden #592
 - b. Exterior galvanized surfaces - (2) coats Glidden Epoxy Chromate Primer #5251/5252
- (2) coats Glidden #592
 - c. Interior block - (1) coat Glidden Ultra Hide Block Filler #5317
- (2) coats Glidden Glid Guard Epoxy #5250/5242
 - d. Interior ceiling, bar joists and conduit (all galvanized) - (2) coats Glidden Epoxy Chromate Primer #5251/5252
- (2) coats Glidden Glid Guard Epoxy #5250/5242
 - e. Interior primed metal door and frame - (1) coat Glidden Universal Fast Dry Metal Primer #5210
- (2) coats Glidden Glid Guard Epoxy #5250/5242

C94A/DivB9319II

APPENDIX A

SOIL BORING INFORMATION

LOG OF BORING NUMBER 3-439

PROJECT NAME

ARCHITECT-ENGINEER

STS Consultants Ltd

Proposed pumpout well. Reilly Tar & Chem.

SITE LOCATION

1st Street Northwest & Gorham Ave. St. Louis Park, MN

[illegible]

... continued

The stratification lines represent the approximate boundary lines between soil types in situ. The transition may be gradual.

STB JOB NO. 95773-XF

SHEET NO. 2 OF 3



CLIENT

City of St. Louis Park

LOG OF BORING NUMBER

3-439

PROJECT NAME

Proposed pumpout well, Reilly Tar & Chem.

ARCHITECT-ENGINEER

STS Consultants Ltd.

SITE LOCATION

1st Street Northwest & Gorham Ave. St. Louis Park, MN

DEPTH (FT) ELEVATION (FT)				SAMPLE NO	SAMPLE TYPE	SAMPLE DISTANCE RECOVERY	DESCRIPTION OF MATERIAL	PHOTO-IONIZATION DETECTOR READING (PPM)	UNCONFINED COMPRESSIVE STRENGTH TONS/FT ²					PLASTIC LIMIT % X	WATER CONTENT % ●	LIQUID LIMIT % △
SURFACE ELEVATION									STANDARD PENETRATION BLOWS/FT.							
									10 20 30 40 50					10 20 30 40 50		
Continued from previous page																
90.0				S21SS			Fine to coarse sand, some silt, trace gravel - dark grayish brown - saturated - dense to medium dense - (SM) Note: Sample obtained with a 2 1/2 inch split spoon sampler	2						36		
92.0				S22RB			Top of bedrock at 94.0 feet. Platteville Formation Limestone Gray Hard No Drilling fluid loss									
98.0				S22RB			End of boring at 98.0 feet. Drilled with 3 1/4 inch ID hollow stem augers to 54.5 feet. At 54.5 feet switched to drilling with 3 1/8 inch tri-cone rock bit and bentonite drilling fluid. Completed borehole with mud rotary drilling. Samples S16, S17, S18, S19, S20 were taken with 2 1/2 inch split spoon sampler. All other were taken with a standard 2 inch sampler. Borehole grouted with neat cement grout, tremied to bottom of drilled hole, upon completion of boring. Photoionization readings obtained with a Hnu Photoionization meter equipped with a 11.7 ev lamp, calibrated to benzene reference gas. Hnu background readings 0 - 2 Hnu meter units.									

The stratification lines represent the approximate boundary lines between soil types: in-situ, the transition may be gradual.

WL	38.9 ft	WS OR WD WS	BORING STARTED 04/26/93	STS OFFICE Minnesota		
WL	38.8 ft	BCR ACR	BORING COMPLETED 04/26/93	ENTERED BY DCJ	SHEET NO. 3 OF 3	
WL			RIG/FOREMAN CME75/ Don H.	APP'D BY DCJ	STS JOB NO. 95773-XF	

GRAIN SIZE DISTRIBUTION (ASTM D 422)

D60: 0.3716

GRAVEL		SAND			SILT OR CLAY	
CO.	MED.	FINE	CO.	MEDIUM		FINE

STS CONSULTANTS, LTD.

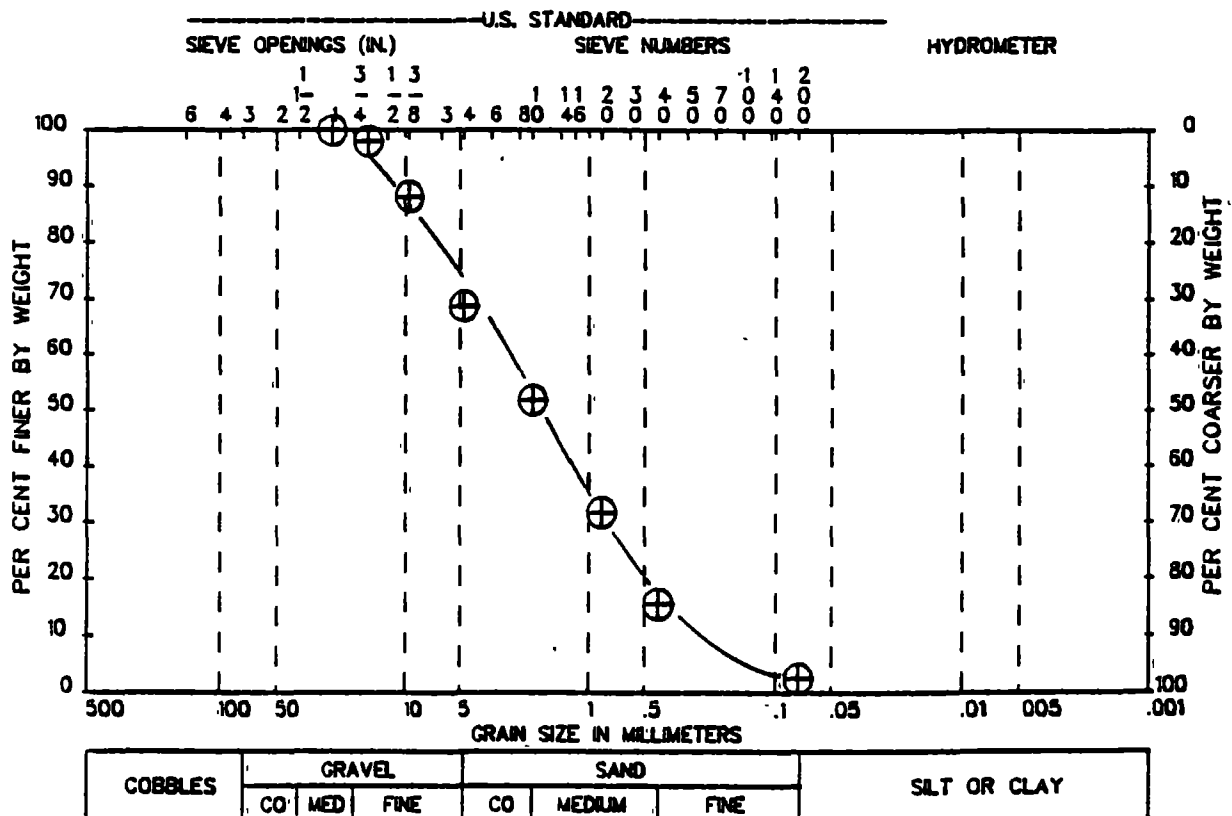
GRAIN SIZE DISTRIBUTION (ASTM D 422)

Project: St. Louis Park Pumphouse STS Job No.: 95773-XF
 Boring/Source: B-439 Date: 4-28-93
 Sample Number: S-16 LL: - PL: - PI: -
 Depth (feet): 64.5-66.5 WC: - SP.GR.: -
 USCS Classification: SW Cu: 14.9 Cc: 1.0
 Description: Sand, little Gravel, Trace Silt -Brown D10: 0.2030
 (3/4" rock excluded due to small sample size) D30: 0.7879
 D60: 3.0322

SIEVE ANALYSIS --

SAMPLE WEIGHT: 731.59 GRAMS

SIEVE SIZE	WEIGHT RETAINED	PER CENT RETAINED	PER CENT PASSING
1"	0.00	0.0	100.0
5/8"	14.02	1.9	98.1
3/8"	72.52	9.9	88.2
#4	141.90	19.4	68.8
#10	123.71	16.9	51.9
#20	147.00	20.1	31.8
#40	118.50	16.2	15.6
#200	95.76	13.1	2.5



STS CONSULTANTS, LTD.

GRAIN SIZE DISTRIBUTION (ASTM D 422)

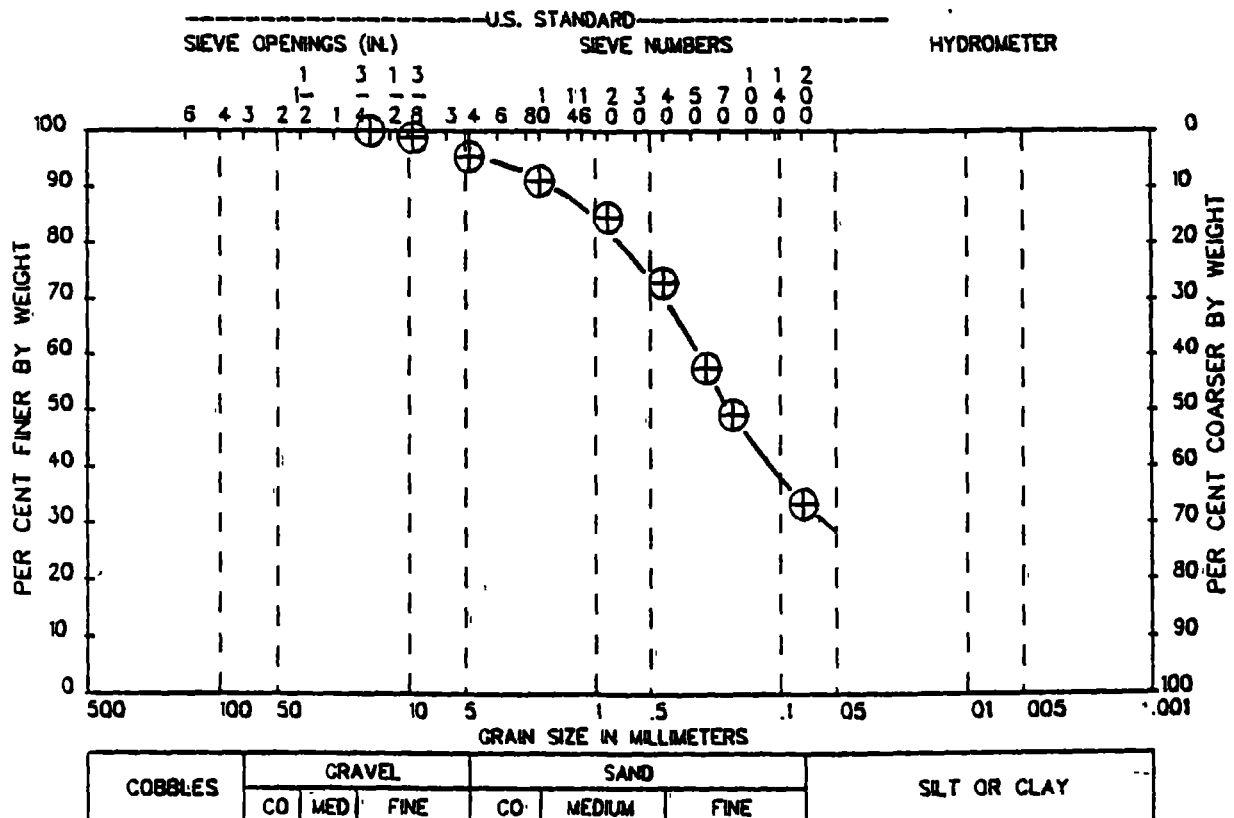
Project: St. Louis Park Pumphouse
 Boring/Source: B-439
 Sample Number: S-18
 Depth (feet): 74.5-76.5
 USCS Classification: SM
 Description: Fine to Medium Sand, Trace Gravel

STS Job No.: 95773-XF
 Date: 4-28-93
 LL: - PL: - PI: -
 WC: - SP.GR.: -
 Cu: - Cc: -
 -Gray Brown D10: -
 D30: - 0.07
 D60: - 0.3

SIEVE ANALYSIS --

SAMPLE WEIGHT: 370.36 GRAMS

SIEVE SIZE	WEIGHT RETAINED	PER CENT RETAINED	PER CENT PASSING
5/8"	0.00	0.0	100.0
3/8"	4.06	1.1	98.9
#4	12.47	3.4	95.5
#10	16.11	4.3	91.2
#20	23.79	6.4	84.8
#40	43.37	11.7	73.1
#60	56.81	15.3	57.7
#80	30.88	8.3	49.4
#200	59.10	16.0	33.4





April 30, 1993

Mr. James N. Grube, P.E.
Director of Public Works
City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, MN 55416-2290

STS Project 95773-XF

Re: Subsurface Exploration for Pumphouse at Pumpout Well 439

Dear Mr. Grube:

As directed by your verbal authorization of April 23, 1993 and your acceptance of STS proposal P-4753 dated April 19, 1993, we have completed the subsurface exploration and geotechnical engineering evaluation for the above referenced project. Enclosed are three copies of the geotechnical engineering report presenting the results of the exploration and engineering evaluation.

If you have any questions regarding the contents of this report, or if we may be of further assistance to you, please do not hesitate to contact us.

Very truly yours,

STS CONSULTANTS, LTD.

A handwritten signature in dark ink, appearing to read 'James H. Overtoom', written in a cursive style.

James H. Overtoom, P.E.
Principal Engineer

A handwritten signature in dark ink, appearing to read 'Stephan M. Gale', written in a cursive style.

Stephan M. Gale, P.E.
Director of Engineering

JHO/cms
Encs.

cc: ENSR, Mr. Peter Moore

STS Consultants Ltd.
Consulting Engineers

3850 Annapolis Lane
Suite 120
Minneapolis, Minnesota 55447
612.558.1900/Fax 612.558.4507

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APPENDIX

Subsurface Exploration for Pumphouse at Pumpout Well 439

PROJECT OVERVIEW

Project Description

The proposed pumphouse is to be located at the northeast quadrant of First Street Northwest and Gorham Avenue, east of the former Riley Tar and Chemical Corporation plant site in St. Louis Park, Minnesota. The site is currently being used as a parking area. We understand that the pumphouse will consist of a single story building surrounding a pumpout well. The purpose of the exploration program is:

- To determine subsurface conditions within the area stressed by foundations for a relatively lightly loaded pumphouse housing a well and ancillary equipment.
- Determine groundwater and hydrogeologic conditions at depth for the design and construction of a glacial drift pumpout well. The design of the well is to be performed by others.

Scope of Work

The exploration program consisted of drilling a single soil boring (B-439) at a location selected by the City of St. Louis Park near the northwest quadrant of First Street Northwest and Gorham Avenue. The elevation of the ground surface (parking lot pavement) was not determined. The boring was drilled to a depth of 98 feet below the existing ground surface to determine the subsurface conditions. The boring extended approximately 4 feet into the Platteville Formation prior to termination. Four samples were tested in the laboratory to determine the grain size distribution for well screen design by others. Finally, a geotechnical engineering report dealing with foundation design and construction of the pumphouse was included, as outlined in the City of St. Louis Park's letter of April 15, 1993 and STS proposal P-4753 dated April 19, 1993.

Subsurface Exploration Procedures

The soil boring was completed using a truck mounted CME 75 drill rig and a two person drill crew. Additionally, an environmental technician assisted by monitoring air quality with an HNU Model 101 photoionization detector equipped with a 11.7 eV detector. This air monitoring was required to determine the degree of any impacts to soil and/or groundwater during the drilling operations and to evaluate disposal facilities of soil cuttings and drilling fluids.

Soil samples were obtained continuously within the top 10 feet of the boring and at 5 foot intervals thereafter in general conformance with ASTM Specification D1586, the "Standard Method For Penetration Test and Split Barrel Sampling of Soils".

Field logs of the soil and groundwater conditions encountered and the sampling procedures used were maintained by the drill crew. The borehole was grouted after completion of the exploration program using a mixture of neat cement, the bentonite drilling fluid used during the drilling of the borehole. Cuttings generated from below the groundwater table were mixed with the cement/bentonite grout and were pumped to the bottom of the borehole via a tremie line as part of the grouting procedure. The remaining soils encountered from above the groundwater table were not impacted, and were disposed of off site by STS. Approximately 100 gallons of slightly impacted groundwater and drilling fluid (HNU reading 2 to 3 ppm; no sheen) was disposed of down the sanitary sewer.

Laboratory Testing Procedures

The samples collected during the subsurface exploration program were returned to the STS office for further classification and testing. The individual soil samples were examined by an experienced engineering geologist and then grouped by type and of the major zones indicated on the logs. Each soil sample was classified on the base of texture and plasticity in accordance with the "Unified Soil Classification System", included in the Appendix. The estimated Unified group

symbol, contained in parenthesis following the written description on the logs, indicates the general soil type within each stratum. The written descriptions further define the relative quantities of secondary soil components as well as consistency, relative density and moisture conditions. Selected soil samples were also tested to determine grain size distribution (ASTM D422). The results of these grain size distribution tests are included in the Appendix. The "General Notes" in the Appendix explain the descriptive terminology used on the logs and the criteria for classification of the soils.

Each soil sample obtained was screened in the field for volatile and semivolatile organic components using an HNU Model 101 photoionization detector equipped with 11.7 eV detector lamp. The photoionization detector readings encountered in the field are listed numerically in the center column of the boring log. Background readings of one to two deflection units (parts per million) were typical for the soil samples. Higher relative deflection units in the range of 4 to 16 parts per million were encountered within the depth range of 50 to 70 feet below the ground surface.

Exploration Results

Site Conditions

The building site and immediate vicinity of the boring was an asphalt parking lot with adjacent curb and gutter and grass landscaped area beyond. The asphalt parking area was relatively level and 3 to 4 feet above the adjacent streets to the west and south.

Soil Conditions

Boring B-439 (boring number provided to us by ENSR) encountered 4 inches of asphaltic concrete pavement underlain by approximately 2 feet of fine to coarse sand fill base coarse material. Underlying the paving materials, granular materials were encountered throughout the full depth of

the boring above the Platteville Formation limestone which was encountered at 94 feet below the ground surface. These granular materials consisted of fine to coarse sand, fine to coarse gravel and fine to medium sand containing varying amounts of silt. The relative density of these granular materials varied from medium dense near the ground surface (3 to 8 feet below the ground surface) to very dense (8 feet to 45 feet) below the ground surface and medium dense to dense below the groundwater level encountered and to the end of the boring. The majority of the granular materials encountered were classified as SP and SP-SM in accordance with the Unified Soil Classification System indicating silt and clay contents (passing the No. 200 Sieve) on the order of 7 to 25 percent. The layer of fine to coarse sand encountered from approximately 64.5 to 68 feet below the ground surface was classified SW, and contained less than 3% passing the No. 200 Sieve.

The various soil strata as defined by the visual classification and laboratory testing are indicated on the soil boring log in the Appendix. Please note that the stratification lines represent the approximate boundaries between soil types. In-situ, the transition may be gradual.

The Platteville Formation limestone was encountered at a depth of 94 feet below the ground surface. Drilling to verify the bedrock extended to a depth of 98 feet below the ground surface where drilling was terminated. No loss of drilling fluid was noted within the Platteville Formation limestone.

Groundwater Conditions

Water was initially encountered at a depth of 38.9 feet below the ground surface while drilling with hollow stem auger casing. A water level of 38.8 feet was measured within the casing after completion of the boring and prior to withdrawal of the casing and grouting of the borehole. The depth to groundwater may fluctuate somewhat with variations in precipitation and infiltration, as well as groundwater pumping in the vicinity of the site.

ANALYSIS AND RECOMMENDATIONS

Relative to the design of the foundation and floor slabs of the proposed pumpout building, the following evaluation and geotechnical recommendations are provided.

We anticipate that the pumphouse will be a masonry bearing wall structure imposing relatively light foundation loads of 2 to 5 kips per foot, and floor loads less than 250 pounds per square foot. The soils encountered immediately below the pavement materials within the depth of range of 4 to 6 feet below the ground surface (typical exterior foundation level) consisted of medium dense, fine to coarse sand containing little gravel and a trace of silt. These soils were moist in place. Footings for the proposed pumphouse could be supported within these soils. We recommend that the proposed building be supportive on continuous footings using a maximum net allowable soil bearing pressure of 3000 pounds per square foot, supported on medium dense to dense granular materials as described above. The net allowable soil bearing pressure refers to the pressure transmitted to the bearing soils in excess of the final minimum surrounding overburden pressure. Foundation should be 4 feet below final grade and should be a minimum of 24 inches wide. This depth and minimum width should provide adequate frost protection for exterior footings and avoid the potential for punching type shear failures in the event of minor, softer areas below portions of the foundation. The anticipated total foundation settlement is expected to be less than 1 inch with differential settlement about 1/2 the amount of total settlement.

Floor Slab

The floor slab area should be prepared by stripping the surficial bituminous pavement, removing curb and stripping any topsoil and/or fill materials from within the building area. The stripped surface should extend to the fine to coarse sand pavement base, or fine to coarse sand naturally occurring granular soils encountered at the site. If disturbed, these materials should be

recompacted in place prior to placement of the floor slab. Any fill materials or recompacted materials should be densified to at least 95% of the maximum density obtained in accordance with ASTM Specification D1557, Modified Proctor method.

The existing granular materials could be used for immediate support of the floor slabs. Floor slabs on grade are typically designed using a modulus of subgrade reaction, K_{30} . For this project, we recommend a K_{30} of 150 pounds per cubic inch. The thickness of the concrete slab should depend not only on the soil support value but also on the strength of the concrete, construction and sawcut spacing and reinforcement perimeters.

We recommend that all fill materials placed against foundation walls, surrounding under floor utilities and against the well casing, be granular soils similar to the floor support soils, placed in thin lifts and compacted as recommended above.

Construction Considerations

We recommend that all earthwork for this project be observed and tested by an experienced geotechnical engineer or his representative to determine if the soils are anticipated in this report. Foundation subgrades should be tested to check for adequate bearing characteristics. On and off site borrow materials should be tested in the laboratory to determine the Modified Proctor moisture density relationships and structural fill should be tested to determine the in-place density to check for conformance to project compaction specifications.

We do not anticipate major problems due to groundwater infiltration at this site. Any accumulation of water which may occur, should be promptly removed, or allowed to seep into the underlying granular materials.

All excavation sides should be sloped, or sheeted and braced in accordance with applicable local, state and federal regulations. It is the sole responsibility of the contractor to provide safe working conditions during all aspects of the construction on this project.

General Qualifications

This report has been prepared in order to aid in the evaluation of this property and to assist the architect/engineer in the design of this project. The scope is limited to the specific project and location described herein, and our description of the project represents our understanding of the significant aspects relevant to soil and foundation characteristics. In the event that any changes in the design or location of the structures as outlined in this report are planned, we should be informed so that changes can be reviewed and the conclusions of this report modified or approved in writing by the soil and foundation engineer. As a check, we recommend that we be authorized to review project plans and specifications to confirm that our report recommendations have been interpreted in accordance with our intent. Without this review, we will not be responsible for misinterpretations of our data, our analysis, and/or our recommendations nor how these are incorporated into the final design.

It is recommended that all construction operations dealing with earthwork and foundations be reviewed by an experienced soil engineer to provide information on which to base a decision whether the design requirements are fulfilled in actual construction. If you wish, we would welcome the opportunity to provide field construction services for you during construction.

The analysis and recommendations submitted in this report are based on the data obtained from the soil borings performed at the locations indicated on the location diagram and from any other information discussed in this report. This report does not reflect any variations which may occur between these borings. In performance of the subsurface explorations, specific information is obtained at specific locations and at specific times. However, it is a well-known fact that variations in soil and rock conditions exist on most sites between boring locations at specific times. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, it will be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of any variations.

Because of the possibility of these unanticipated subsurface conditions occurring, we recommend that a "changed condition" clause be provided in the contract both with the general contractor and in contracts with subcontractors involved in the foundation and earthwork construction. It is felt the inclusion of this clause will permit contractors to give lower prices because they will not need to provide as much in contingencies as they normally would if equitable adjustment of changed conditions will minimize conflicts and litigation with the attendant delays and costs. Furthermore, by the immediate recognition and adjustment in contract price at the time any changed conditions are encountered, the immense problem of trying to recreate facts when litigation develops later is eliminated. A mediation/arbitration procedure is recommended in the event that the owner, contractor and professionals do not agree on the changed conditions at the moment they are disclosed. If you wish, we would be pleased to furnish additional information pertaining to this procedure.

8/94

Approved as to Form and Execution

Date

City Attorney

CITY OF ST. LOUIS PARK
PAYMENT AND PERFORMANCE BOND
OF PUBLIC CONTRACTOR

KNOW ALL MEN BY THESE PRESENTS, that

_____ as principal (Contractor) and _____, a corporation duly authorized under the laws of the State of _____ and authorized to transact business as a corporate surety in the State of Minnesota, as surety (Surety), are held and firmly bound to the City of St. Louis Park, Minnesota, as obligee (City), in the sums stated below in the Bond Amount Section, for which payment the Contractor and Surety bind themselves, their respective heirs and legal representatives, successors and assigns, jointly and severally.

BOND AMOUNT SECTION

Payment Bond Amount _____
Performance Bond Amount _____
Payment Bond and
Performance Bond Aggregate _____

The conditions of this obligation are that the Contractor has entered into a contract with the City dated _____ for _____, which contract is specifically made a part hereof by reference.

NOW, THEREFORE, if the Contractor shall:

- 1) perform the contract according to its terms;
- 2) pay all just claims as they become due for work done, tools, machinery, skill, materials, insurance premiums, equipment and supplies as may be provided for the completion of the contract in accordance with its terms;
- 3) indemnify and hold the City harmless from any and all damage that may arise on account of the failure of the Contractor to fully perform on the contract or any part thereof, including all costs, damages and charges and reasonable attorney's fees that may accrue on account of the doing of the work specified;
- 4) pay all costs of enforcing the terms of this bond in all actions which may be brought thereon, including reasonable attorney's fees;
- 5) comply with all laws applicable to the contract; and
- 6) furnish an additional bond in case the contract price specified in the contract shall for any reason be increased in the sum of at least such increase within ten days after a demand in writing from the City.

This obligation shall remain in full force and effect, until all obligations above have been met or complied with.

No modification of the terms of the contract or of the work to be performed, nor extensions of time, nor changes in the mode and manner of payment, nor any forbearance on the part of the City shall in any way release the Contractor or the surety from liability. Notice to the surety of any such modification, extension or forbearance is waived.

EXECUTED as of _____, 19__.

Surety

Principal

(Complete acknowledgements of parties on reverse and attach power of attorney from the surety certified to include the date of the bond.)

Individual Principal

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____, before me, a _____
within and for said County, personally appeared _____

to me known to be the person described in, and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

Partnership Principal

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____, before me, a _____
within and for said County, personally appeared _____
a member of a partnership consisting of _____

doing business under the firm name and style of _____
to me known to be the person described in, and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed and as the free act and deed
of said partnership.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

Corporation Principal

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____, before me, a _____
within and for said County, personally appeared _____
and _____, to me personally known, who, being each
by me duly sworn did say that they are respectively the _____ President and the _____
_____ of the Corporation named in the foregoing instrument, and that the
seal affixed to said instrument is the corporate seal of said corporation, and that said instru-
ment was signed and sealed in behalf of said corporation by authority of its Board of Directors
and said _____ and _____,
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

Surety Company

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____ before me, a notary public in and for
said County, personally appeared _____ to me personally
known and being by me duly sworn, did say, that he is the Attorney-in-Fact of _____
_____, a corporation of _____, created,
organized and existing under and by virtue of the laws of the State of _____ and
authorized to contract as surety in the State of Minnesota, that the said instrument was exe-
cuted on behalf of the corporation by authority of its Board of Directors and that the said _____
_____ acknowledges said instrument to be the free act and deed of said
corporation and the seal affixed to said instrument is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal at _____, the day and year last above written.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

INSURANCE AGENT/BROKER'S CERTIFICATION FORM

TO: City of St. Louis Park
City Hall
St. Louis Park, Minnesota 55416

RE: Insurance Coverage Required by Contract
for Improvement No. _____

The undersigned is an authorized representative of _____
which is the insuring company for _____, the contractor on
Improvement No. _____.

In compliance with this contract of the City of St. Louis Park, we certify
as follows:

1. We have fully read and checked for compliance the requirements of
insurance set forth in the contract documents, a copy of which is attached to
this certificate.

2. The contractor has in effect insurance that complies in every respect
with the requirements of insurance set forth in the contract documents,
including all of the conditions specified:

_____ Yes

_____ No (any required coverage that is not included under this certificate
and will be covered by a separate certificate is as follows: _____).

3. Any deductibles in excess of \$500.00 applicable to any of the
required coverages other than umbrella coverage are as follows:

4. The name and address of the insurance agent for the coverage included
in this certificate is _____

5. Attach Accord - Certificate of Insurance Form.

Insurance Company

Authorized Representative

Approved as to Form and Execution

Date _____ City Attorney

Enclosure

ARTICLE 8

INSURANCE

8.1 Contractor's Liability Insurance

8.1.1 During the term of this contract, the Contractor shall maintain such insurance with an insurance carrier licensed to do business in the State of Minnesota as will protect it from claims which may arise out of or result from the Contractor's operations or completed operations under the contract, whether such operations be by the Contractor or by a subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable. This insurance shall cover:

(a) claims arising under any worker's compensation, employers liability, or any similar employee benefit acts;

(b) claims because of bodily injury, sickness, disease or death of any person or persons, and for claims because of damage to or destruction of property of others, including loss of use.

8.1.2 The insurance referred to in subparagraph (b) above shall be written under the Commercial General and Commercial Automobile Liability policy forms, including coverage for all owned, hired, and non-owned automobiles and for premises, operations liability, products, completed operations liability and contractual liability to cover the indemnification clause under 8.7 of this contract. The Contractor may at its option provide the limits of liability as set out below by a combination of the above described policy forms, and an umbrella excess liability policy.

8.1.3 Such insurance shall be written for amounts not less than the following as respects subparagraph (a) above:

Workers Compensation	Statutory
Employers Liability	\$100,000 Each Occurrence

and as respects subparagraph (b) above, for both general and automobile:

Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 Each Occurrence
---	-----------------------------

8.1.4 It is a condition of the contract that the policy or policies afford coverage for damage to property of others arising out of the perils of Explosion, Collapse, and Damage to Underground Facilities.

8.1.5 The policy or policies shall afford the same limits of liability as set out above for liability assumed under contract, including the indemnification liability set out in paragraph 8.6 of the General Conditions and contained herein.

8.1.6 It is a condition of the contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the contract.

8.1.7 The Contractor shall provide insurance to cover operating hazards during the period of placing the facilities in operation and during any testing, and until such time as the facilities are completed and accepted for operation by the City, and written notice of that fact has been issued by the City.

8.1.8 Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City or the Engineer do not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

8.2 Notice

The City shall be given at least 30 days prior written notice of cancellation, termination or material modification of the required insurance coverages.

8.3 Deductibles

All responsibility for payment of any sums resulting from any deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

8.4 Certificate of Insurance

The insuring company shall deliver to the City certificates of all insurance required on a form specified by the City Clerk, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval by the City Attorney with a record copy to the City Engineer. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the City.

8.5 Errors and Omissions Insurance

Any insurance agent for coverage required by this contract shall have in force and effect errors and omissions coverage in limits of not less than \$500,000 per occurrence and \$500,000 aggregate.

8.6 Indemnification

The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, which they may suffer or for which they may be held liable because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, in consequence of the performance of the work by the Contractor, its employees, agents or subcontractors.

C2/insur

Contractor _____
Contract No. _____
Improvement Project Nos. _____
Type _____

SWORN CONSTRUCTION STATEMENT

TO

CITY OF ST. LOUIS PARK, MINNESOTA

INSTRUCTIONS

This Statement Must Include All Services and Supplies Pertaining to Above
Construction Contract.

1. Prepare a statement for each construction contract, instructing your contractors and material men to furnish us with waivers for each certificate issued.
2. Attach names and addresses of all contractors, sub-contractors and material men.
3. Under the heading "Total Contract", enter full amount of your contract with or total amount of services or supplies obtained from each contractor, sub-contractor and material men. Likewise, enter under the heading "Amount Paid" the exact amount you yourself have paid out to the time of making this affidavit. In the next column, headed "Balance Due", enter the difference between the other amounts, or the total you still owe to each contractor, sub-contractor and material man. A statement explaining in detail any and all arrangements which you have entered into with any contractor, sub-contractor or material man to accept as part or full payment any notes, securities, or agreements in lieu of cash must accompany this sworn construction statement.
4. Statements must be properly prepared, acknowledged and filed with us at least one week before payments are desired on your contract.
5. In order to prevent annoying delays do not hesitate to consult us about any part of this statement which is not clear to you.

SWORN CONSTRUCTION STATEMENT

Improvement Project No.(s) _____

Type of Improvement _____

Contractor _____

The undersigned, being first duly sworn, deposes and states:

1. He is the (if the general contractor is a corporation here insert the title of the signing party) General Contractor for the above project(s) for the City of St. Louis Park.

2. That there are no parties other than those designated in number 3(b) below to whom any sums will become due for furnishing labor, material, equipment, and machinery for said project(s).

3. That (check either (a) or (b), whichever is applicable):

_____ (a) All parties furnishing labor, material, equipment and machinery have been paid in full, or

_____ (b) Satisfactory financial arrangements have been made to pay all parties from whom the general contractor has secured labor (other than general contractor's own employees), material, equipment, and machinery in connection with said project(s), and fully disclosed on page two hereof, are those that have not been paid in full and waivers of claims will be presented, upon request, by all such persons to whom money is owed in connection with this project.

4. This affidavit is made for the purpose of obtaining final payment from the City of St. Louis Park.

Dated: _____, 19__.

Contractor

By _____
Name and Title

Subscribed and sworn to before me this

_____ day of _____, 19__.

Notary Public

_____ County, _____
My commission expires _____, 19__.

Approved by the City of St. Louis Park:

Public Works Department

City Manager

Finance Department

Contractor _____

Contract No. _____

Improvement Project Nos. _____

Type _____

SWORN CONSTRUCTION STATEMENT

TO

CITY OF ST. LOUIS PARK, MINNESOTA

INSTRUCTIONS

This Statement Must Include All Services and Supplies Pertaining to Above
Construction Contract.

1. Prepare a statement for each construction contract, instructing your contractors and material men to furnish us with waivers for each certificate issued.
2. Attach names and addresses of all contractors, sub-contractors and material men.
3. Under the heading "Total Contract", enter full amount of your contract with or total amount of services or supplies obtained from each contractor, sub-contractor and material men. Likewise, enter under the heading "Amount Paid" the exact amount you yourself have paid out to the time of making this affidavit. In the next column, headed "Balance Due", enter the difference between the other amounts, or the total you still owe to each contractor, sub-contractor and material man. A statement explaining in detail any and all arrangements which you have entered into with any contractor, sub-contractor or material man to accept as part or full payment any notes, securities, or agreements in lieu of cash must accompany this sworn construction statement.
4. Statements must be properly prepared, acknowledged and filed with us at least one week before payments are desired on your contract.
5. In order to prevent annoying delays do not hesitate to consult us about any part of this statement which is not clear to you.

SWORN CONSTRUCTION STATEMENT

Improvement Project No.(s) _____

Type of Improvement _____

Contractor _____

The undersigned, being first duly sworn, deposes and states:

1. He is the (if the general contractor is a corporation here insert the title of the signing party) General Contractor for the above project(s) for the City of St. Louis Park.

2. That there are no parties other than those designated in number 3(b) below to whom any sums will become due for furnishing labor, material, equipment, and machinery for said project(s).

3. That (check either (a) or (b), whichever is applicable):

_____ (a) All parties furnishing labor, material, equipment and machinery have been paid in full, or

_____ (b) Satisfactory financial arrangements have been made to pay all parties from whom the general contractor has secured labor (other than general contractor's own employees), material, equipment, and machinery in connection with said project(s), and fully disclosed on page two hereof, are those that have not been paid in full and waivers of claims will be presented, upon request, by all such persons to whom money is owed in connection with this project.

4. This affidavit is made for the purpose of obtaining final payment from the City of St. Louis Park.

Dated: _____, 19__.

Contractor _____

By _____
Name and Title

Subscribed and sworn to before me this

_____ day of _____, 19__.

Notary Public _____

_____ County, _____

My commission expires _____, 19__.

Approved by the City of St. Louis Park:

Public Works Department _____

City Manager _____

Finance Department _____

Minnesota Department of Revenue
Withholding Affidavit for Contractors

This affidavit must be approved by the Minnesota Department of Revenue before the State of Minnesota or any of its subdivisions can make final payment to contractors.

Company name	Minnesota ID number
Address	Month/year work began
City State Zip Code	Month/year work ended
	Total contract amount:
Telephone number ()	Amount still due:
Did you have employees work on this project? If none, explain who did the work:	Project number:
	Project location:
	Project owner:
	Address

Check the box that describes your involvement in the project and fill in all information requested in that category:

☐ **Sole contractor**

☐ **Subcontractor** If you are a subcontractor, fill in the name and address of the contractor that hired you:

☐ **Prime Contractor** If you subcontracted out any work on this project, all of your subcontractors must file their own IC-134 affidavits and have them certified by the Department of Revenue before you can file your affidavit. For each subcontractor you had, fill in the business information below, and attach a copy of each subcontractor's certified IC-134. (If you need more space, attach a separate sheet.)

Business name

Address

Owner/Officer

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature

Title

Date

For certification, mail to:
Minnesota Department of Revenue, Business Trust Tax Section
Mail Station 6610, St. Paul, MN 55146-6610

Certificate of Compliance with Minnesota Income Tax Withholding Law

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 290.97 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Signature of authorized Department of Revenue official

Date

Instructions for form IC-134

Who should file?

If you are a prime contractor, a contractor, or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city, or school district — you must file form IC-134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

When to file

The IC-134 cannot be processed until you are finished with the work. Do not send the affidavit in for certification before the project is completed since it will only be returned to you unprocessed. If you are a subcontractor or sole contractor, file form IC-134 when you have completed your part of the project.

If you are a prime contractor, file form IC-134 when the entire project is completed and you have received certified affidavits from all of your subcontractors.

Where to file

Fill out form IC-134 and mail the original and one copy to:

Minnesota Department of Revenue
Business Trust Tax Section
Mail Station 6610
St. Paul, MN 55146-6610

How to file

If you have fulfilled the requirements of the withholding tax laws of Minnesota, the Department of Revenue will sign your affidavit, keep the copy, and return the original to you.

If any withholding payments are due to the state, Minnesota law (M.S. 290.97) requires that payment must be made by *only* money order, cashiers check, certified check, or cash.

Take the certified affidavit to your prime contractor or to the governmental unit for which the work was done in order to receive your final payment.

Minnesota tax identification number

You must fill in your Minnesota tax identification number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you need a number, get form MBA, Application for Tax Identification Number, and file it with the Minnesota Department of Revenue. To get form MBA, call 296-3781 from the Twin Cities area or 1-800-652-9094 from elsewhere in Minnesota, or write to Minnesota Tax Forms, Mail Station 7131, St. Paul, MN 55146-7131.

You do not need a Minnesota identification number if you have no employees and did all the work yourself. If this is the case, fill in your Social Security number in the space for Minnesota ID number and explain who did the work.

Are you a prime contractor and a subcontractor on the same project?

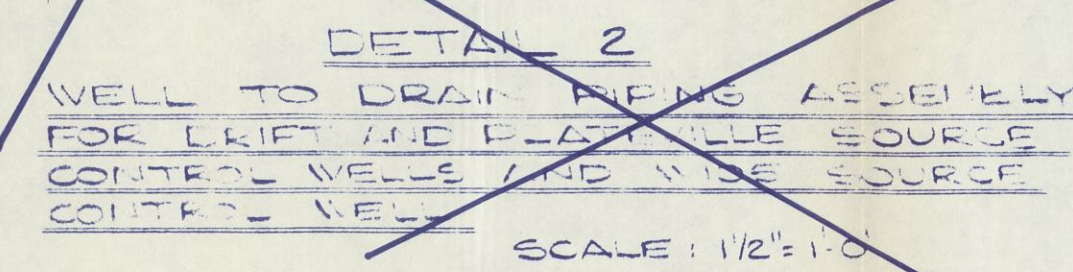
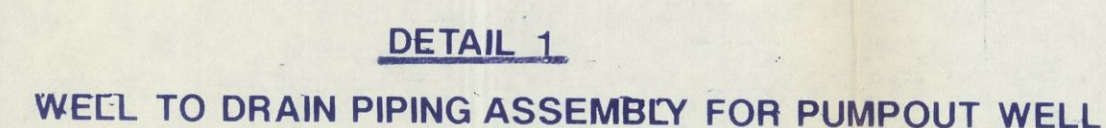
If you are a subcontractor who was hired to do work on a project and you subcontract all or a part of your portion of the project to another contractor, you become a prime contractor as well. If this is the case, fill out both the subcontractor and prime contractor areas on a single form.

Use of information

The Department of Revenue needs all the information, except your phone number, to determine whether you have met all state income tax withholding requirements. If all required information is not provided, the IC-134 will be returned to you for completion.


All information on this affidavit is guaranteed private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee that it will be kept private, and certain state or county agencies.

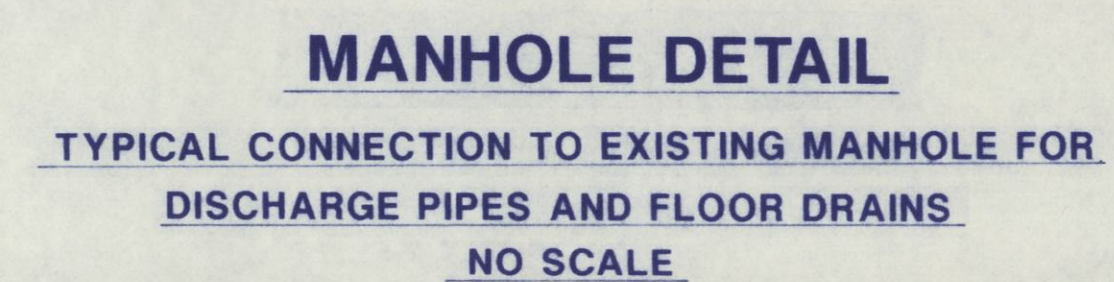
If you need help or additional information to fill out this form, call 296-6181 in the Twin Cities area. From elsewhere in Minnesota and from outside the state, call (toll-free) 1-800-657-3777.



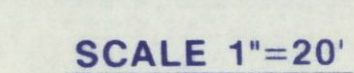
James H. Lumber

DETAIL 3
TYP. CLEAN OUT (8 REQ'D)
SCALE: 1/2" = 1'-0"

		REILLY TAR & CHEMICAL CORPORATION INDIANAPOLIS INDIANA			
		PIPING DETAILS			
DRAWN BY AK	DATE 4/18	CHECKED BY J. White	DATE 4/13/87	PLANT ST. LOUIS PARK, MINN.	REVISION
SCALE INDICATED	DATE 4/18	APPROVED BY J. Mann	DATE 4/13/87	DRAWING NUMBER 3	



DATE 7/21/94 REGISTRATION NO. 15012



		REILLY TAYLOR & CHEMICAL CORPORATION INDIANAPOLIS INDIANA			
		W439 GRADIENT CONTROL WELL BUILDING			
DRAWN BY AWO	DATE 2/3/93	CHECKED BY JG	DATE 2/10/93	PLANT ST. LOUIS PARK, MN.	REVISION
SCALE AS SHOWN	APPROVED BY JG		DATE 2/10/93	DRAWING NO. 1	